# RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2016 CENTRAL COMMUNICATIONS BUDGET

Sponsored by:

Finance/Audit Committee

Aldermen Koop, Scott-Childress, Davis, Schabot, Brown

WHEREAS, a request has been made by the Director of Communications and Community Engagement for funds to cover general operating expenses; and

WHEREAS, the Finance/Audit Committee has received, reviewed and approved this request:

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. That the sum of \$1,300.00 be transferred as attached follows:

FROM:	A11650.5101	Regular Pay	\$1,300.00
TO:	A11650.5402 A11650.5463 A11650.5211	Office Supplies Postage Other Equipment	\$500.00 \$100.00 <u>\$700.00</u> \$1.300.00

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this		Approved by the Mayor this		
day of	2016.	day of	2016.	
CARLY WINNIE, CI	TY CLERK	STEVEN T. N	OBLE, MAYOR	

Financial Impact: 0

Adopted by Council on June 7, 2016

Comm Bud Mod



#### FINANCE AND AUDIT COMMITTEE REPORT

### REQUEST DESCRIPTION INTERNAL TRANSFER 🗻 **CONTINGENCY TRANSFER** TRANSFER BONDING REQUEST AUTHORIZATION \_\_\_\_\_ **BUDGET MODIFICATION X** OTHER \_\_\_\_ **ZONING** CLAIMS DATE 4/13/16 DEPARTMENT Central Communications Description Request 2016 budgetary transfer as per attached. Transfer of \$1,300 needed to cover expenses related to general operating costs of office, including the purchase of an office computer and necessary postage and office supplies. This will have no financial impact as the position of Director of Communications and Community Engagement was not filled until 3/28/2016, later than when was budgeted. Computer and office supplies will be used to support the day to day operation of the office and to complete tasks necessary to this department, including: correspondence; press contacts; website training and updating; newsletter preparation and distribution; reporting; internal and external communications; etc. Signature Megan Weiss Estimated Financial Impact \$0 Ougsuly request by Maryon Money. On Cay of Assignment on second reserved beginning to the Cay of t Motion by YES NO Committee Vote Seconded by Action Required: SEQRA Decision: Type I Action Type II Action Unlisted Action Negative Declaration of Environmental Significance: Steven Schabot, Ward 8 Conditioned Negative Declaration: Seek Lead Agency Status: \_\_\_\_\_ Deborah Brown, Ward 9 Positive Declaration of Environmental Significance:

Comptroller's Office 2016 Year Budget Transfers - Central Communications

	Central Cor	From:
	Central Communications	
	Regular Pay	
	<u>A</u>	
	1650	
	5101	
1,300	1,300	
	Central Communications Central Communications Central Communications	To:
	Office Supplies Postage Other Equipment	
	222	
	1650 1650 1650	
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1,300	500 100 700	

## RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2016 DEPARTMENT OF PUBLIC WORKS BUDGET

Sponsored by:

Finance/Audit Committee

Aldermen Koop, Scott-Childress, Davis, Schabot, Brown

WHEREAS, the Superintendant of Public Works has requested a budget transfer in the amount of \$68,517.31 to cover retirement payout costs for two employees; and

WHEREAS, the Finance/Economic Development Committee has received, reviewed and approved this request:

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. That the sum of \$68,517.31 be transferred as follows:

FROM: A11990.5404

Contingency

\$68,517.31

TO:

A11621.5105

Carpentry Retirement

\$37,723.62

A18164.5105

Recycling Retirement

\$30,793.69

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this		Approved by the Mayor this		
day of	2016.	day of	2016.	
		₩3		
CARLY WINNIE, CITY CLERK		STEVEN T. NO	BLE, MAYOR	

Adopted by Council June 7, 2016

Financial Impact - \$68,517.31

dpw bud mod

#### FINANCE AND ECONOMIC DEVELOPMENT

**COMMITTEE REPORT** 

		COMMITTE				
Internal Transfe	r		Contingency Tran	sfer	XX	
'nsfer		Authorization				
<b>Budget Modifica</b>	tion		<b>Bonding Request</b>			
Claims		Zoning	Other			
Department:	Public Works		Date:	April 18, 2016		
A1 1621 11 5105	<b>Transfer To:</b> 5 Carpentry Retirement (Garry Norto Retirement May 15, 2016	or 37,723.62	A1 1990 14 5404	Transfer From: Contingency	68,517.31	
Δ1 8164 11 510 <sup>c</sup>	5 Recycling Retirement (Donald Glass	s: 30 793.69				
711 0101 11 0100	Retirement April 30, 2016	,, 00,, ,0,0,				
	SUBTOTAL	68,517.31				
Estimated Financ			Signature			
1						
Motion By	<u>D</u>		Committee	ee Vote	Yes	No
Seconded By K, 5	5-C		Douglas/Koop, Cha	rman	7	
Action Required		-	Brad Will, Ward 3	Rapide It cott	1	
SEQRA Decision: Type I Action			Anthony Davis, W	areh6		
Гуре II Action			Steven Schabot, W	ard8		
	Environmental Significance		Deborah Brown, V	7.0		
Conditioned Negative D						
eek Lead Agency Statu						
'ositive Declaration of I	Environmental Significance					

#### RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2016 PARKS AND RECREATION BUDGET

Sponsored by:

Finance/Economic Development Committee

Aldermen Koop, Scott-Childress, Davis, Schabot, Brown

WHEREAS, the Superintendent of Parks and Recreation has requested a budget modification in the amount of \$21,177.13 to cover retirement payout for 2 employees; and

WHEREAS, the Finance/Economic Development Committee has received. reviewed and approved this request:

NOW. THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. That the sum of \$21,177.13 be transferred, as follows:

FROM:

A11990.14.5404

Contingency

\$21,177.13

TO:

A17142.5105

Andy Murphy Center Retirement \$16,193.91

A17110.5105

Parks Retirement

\$4,983.22

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this		Approved by the Mayor this		
day of	2016.	day of	2016.	
CARLY WINNIE,	CITY CLERK	STEVEN T. NO	OBLE, MAYOR	

Adopted by Council June 7, 2016

Financial Impact - \$21,177.13

Parks Rec Bud Mod

## FINANCE AND AUDIT COMMITTEE REPORT

	i.	REQUEST I	DESCRIPTION			
	INTERNAL TRANSFER AUTHORIZATION CLAIMS		IFICATION	TRANSFER BONDING R. OTHER	EQUEST	·
	DEPARTMENT: Parks and Recreat Description_	ion		_DATE: A <sub>l</sub>	pril 29, 2	2016
	Transfer To: A1714211.5105 – Andy Murphy Cer Ralph Vanacore Retirement April 2	\$16,193.91	<b>Transfer From:</b> A11990145405 – C	Contingency	- \$21,17	7.13
	A1711011.5105 – Parks Retirement Floyd Coddington Retirement May 1		0	<i>st</i> : 1 (	n O	n.
	Estimated Financial Impact	_	Signature fleur	Hufeat	ta	
	Motion by About Seconded by SSAction Required:		Committee Voluments Volume	rman US:	YES X	NO
T T U N	EQRA Decision: Type I Action Type II Action Type II Action Type III Action Typ	cance:	Anthony Davis, Was	ard 6	V X	
P	ositive Declaration of Environmental Signific	ance:	Deborah Brown, Wa	ard 9		

#### RESOLUTION #127 of 2016

# RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2016 PARKS AND RECREATION BUDGET

Sponsored by:

Finance/Audit Committee

Aldermen Koop, Scott-Childress, Davis, Schabot, Brown

WHEREAS, a request has been made for a budget transfer in the amount of \$500.00 to cover the cost of the O&W Rail Trail Coalition Agreement; and

WHEREAS, the Finance/Economic Development Committee has received, reviewed and approved this request:

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

<u>SECTION 1.</u> That the Common Council of the City of Kingston hereby authorizes \$500.00 to be transferred as follows:

FROM:

A11990.5404

Contingency

\$500.00

TO:

A17110.5472

Contracted Services

\$500.00

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this		Approved by the Mayor this		
day of	2016.	day of	2016.	
CARLY WINNIE, CITY	CLERK	STEVEN T. NO	DBLE, MAYOR	

Adopted by Council June 7, 2016

Parks Rec Bud Mod

## FINANCE AND AUDIT COMMITTEE REPORT

	REQUEST DESCRIPTION	
INTERNAL TRANSFER AUTHORIZATION CLAIMS	CONTINGENCY TRANSFERBUDGET MODIFICATION ZONING	TRANSFERBONDING REQUESTOTHER
DEPARTMENT Parks + R Description Approve B. 7  Rail Trail Coa  Going to  Al 7/10 15472	1500 to find 0, litim Agrament From	
Estimated Financial Impact 6	-0 Signature	
Motion by My Seconded by Seconded by AD  Action Required:	1 2	Charman Thus
SEQRA Decision: Type I Action Type II Action Unlisted Action Negative Declaration of Environmental Signif	Reynolds Scott-Cl	y O
Conditioned Negative Declaration:  Seek Lead Agency Status:  Positive Declaration of Environmental Signific	cance: Deborah Brov	Brang V

# RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, APPOINTING COMMISSIONERS OF DEEDS FROM JULY 1, 2016 TO JUNE 30, 2018

Sponsored by: Laws & Rules / Cable Committee
Aldermen Eckert, Scott-Childress, Mills, Brown, Carey

WHEREAS, it has frequently been important and still is important to have persons in City Hall and other city departments for the purpose of being available to take proof and acknowledgment of all written instruments; and

WHEREAS, the appointment of Commissioners of Deeds within the City of Kingston, New York is vested in the Common Council of the City of Kingston, New York, by Section 139 of the Executive Law of the State of New York; and

WHEREAS, the City of Kingston shall have no legal liability arising out of its appointment of these Commissioners of Deeds:

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. That the Common Council be and is hereby empowered to appoint Commissioners of Deeds whose terms shall be for two (2) years, beginning July 1, 2016 and expiring June 30, 2018.

SECTION 2. That the City Clerk shall immediately file with the County Clerk of the County of Ulster the certificates required by Section 139 of the Executive Law of the State of New York, and the said Commissioners shall thereafter qualify within thirty (30) days of the date of notice from the County Clerk that they have been so appointed in these sections.

SECTION 3. That if the person appointed is an employee of the City of Kingston, New York, who shall render services as such employee, the required fee of One (\$1.00) Dollar payable to the County Clerk shall be paid by the City of Kingston, New York.

<u>SECTION 4.</u> That the following are hereby appointed Commissioners of Deeds:

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this		Approved by the Mayor this		
day of	2016.	day of	2016.	
CARLY WINNIE, CIT	TY CLERK	STEVEN T. N	OBLE, MAYOR	

Adopted by Council on June 7, 2016

# THE CITY OF KINGSTON COMMON COUNCIL LAWS WAS FULLY FINANCE AND AUDIT

**COMMITTEE REPORT** 

	REQUEST DESCRIPTION	
AUTHORIZATION	CONTINGENCY TRANSFER BUDGET MODIFICATION ZONING	TRANSFERBONDING REQUEST OTHER
DEPARTMENT Public baws Description Approve the al	ERules Hacked list of Commission	DATE  Doner of Deeds.
Estimated Financial Impact  Motion by Rem, Reynolds Score  Seconded by B.II Carrey		Vote YES NO
Action Required:	Bouglas Koop, C Lynn Ecker's	
SEQRA Decision:  Type I Action  Type II Action  Julisted Action	Mayum Mu Mayum Mu Mayum Payin	ard 3 int-childress  No Word Exelo 7
legative Declaration of Environmental Signific	cance:	
Conditioned Negative Declaration:	Steven Schabot,	Ward 8
Seek Lead Agency Status:	Debruh B	min 7
Positive Declaration of Environmental Significa	Deborah Brown,	Ward 9

#### COMMISSIONER OF DEEDS 2016

Bryan	Aitken	115 Bakertown Rd.	Accord, NY 12404
Donald	Allen	13 Delisio Lane	Woodstock, NY 12498
Eduardo	Alvarez	90 Fairview Gardens, Bldg. 4-1	Kingston, NY 12401
Jeremy	Arciello	709 Woodhills Dr.	Goshen, NY 10924
, Matthew	Bagalonis	272 West Chestnut St.	Kingston, NY 12401
Daniel	Baker	180 Grove St.	Tillson, NY 12486
Tiffanie	Baney	207 Sunset Drive	Port Ewen, NY 12466
Theresa	Bell	12 Winwood Lane	Woodstock, NY 12498
Cynthia	Belsito	780 Lincoln Park Place	Kingston, NY 12401
Michael	Benjamin	1 Broadway, Apt. 302	Kingston, NY 12401
Margaret	Bockelmann	3 North Wilbur Avenue	Kingston, NY 12401
Michael	Bonse	223 Hillcrest Avenue	Hurley, NY 12443
	Booth	16 Hudson Street	Kingston, NY 12401
Pater		147 Clinton Avenue	Kingston, NY 12401 Kingston, NY 12401
Linda	Boughton	113 Ulster Avenue	Ulster Park, NY 12487
Roger Timothy	Boughton Bowers	170 Alda Drive	Kingston, NY 12401
Deborah	Brown	336 Hasbrouck Avenue	Kingston, NY 12401
Mark	Brown	94 West O'Reilly Street	Kingston, NY 12401
James	Brunner III	113 Harmati Lane	Bearsville, NY 12409
Patrick	Buono	100 Main Street	Saugerties, NY 12477
Anthony	Burkert	150 River Road	Ulster Park, NY 12487
Suzanne	Cahill	104 Washington Avenue	Kingston, NY 12401
William	Carey	101 Hoffman Street	Kingston, NY 12401
Jason	Charest	5 Argent Drive	Highland, NY 12528
Thomas	Chase	544 Lem Boice Road	Kingston, NY 12401
Thierry	Crozier	104 Lipton Street	Kingston, NY 12401
Tony	Davis	84 Emerick Street	Kingston, NY 12401
Nina	Dawson	76 Clinton Avenue	Kingston, NY 12401
Jacqueline	DeCicco	308 Main Street	Kingston, NY 12401
Michael	DeFrance	42 Post St., Apt. 2	Kingston, NY 12401
Vincent	DePalma	288 Clifton Avenue	Kingston, NY 12401
Isabel	Diers	52 Ravine Street	Kingston, NY 12401
David	Donaldson	148 Henry Street	Kingston, NY 12401
Lynn	Eckert	36 Johnston Avenue	Kingston, NY 12401
Diane	Ellsworth	176 Leggs Mills Road	Lake Katrine, NY 12449
Willaim	Engle	30 Broadway, Suite 207	Kingston, NY 12401 Saugerties, NY 12477
Katie Robert	Fallon Farrell	PO Box 522 37 Colonial Drive	Tillson, NY 12486
Edward	Feeney	22 Carpenter Drive	Saugerties, NY 12477
Aaron	Fitzgerald	PO Box 1495	Connelly, NY 12417
Kevin	Gilfeather	595 Conifer Lane	Kingston, NY 12401
Thomas	Gleason	70 Flatbush Road	Kingston, NY 12401
Brian	Grothkoop	340 Hurley Avenue	Hurley, NY 12443
Eric	Hansen	80 Orchard Drive	Gardiner, NY 12525
		-	•

Hurley, NY 12443 11 Zandhoek Road Paul Herrling Stone Ridge, NY 12484 Richard Hobart 182 Whitelands Road Kingston, NY 12402 PO Box 1193 Adam Hotaling New Paltz, NY 12561 Christopher Hulbert 897 Old Post Road Kingston, NY 12401 149 Main Street Douglas Koop 4 Creek Road Catskill, NY 12414 Allison Kari Stone Ridge, NY 12484 **Nicholas** Kozack 87 Duck Pond Road Olivebridge, NY 12461 356 Upper Samsonville Road John Kurz 212 Rickey Road Stone Ridge, NY 12484 Vincent LaSpina Kingston, NY 12401 Peter Loughran 36 Liberty Street Kingston, NY 12401 Brian Lowe 40 Magic Drive Raymond Lukaszewski 102 Delaware Street Glasco, NY 12432 Maureen MacArthur 153 TenBroeck Ave. Kingston, NY 12401 Kingston, NY 12401 Gina Maher 119 Yarmouth Street Highland, NY 12528 Gerald Marion 520 North Chodikee Lake Road 34 Fair Street Kingston, NY 12401 **Daniel** Mills Mills **61 Tammany Street** Kingston, NY 12401 Maryann Port Ewen, NY 12466 Michael Mills 55 Connelly Road Kingston, NY 12401 9 Old Country Lane Allen Nace Kingston, NY 12401 Richard J. Negron 20 Overlook Drive Kingston, NY 12401 Noble 39 Roosevelt Avenue **James** Anthony North 20 Gilead Street Kingston, NY 12401 Esopus, NY 12429 Osterhoudt PO Box 42 **Ernest** Plattekill, NY Keith Pagan 51 Huckleberry Turnpike, 194 Dewitt Mills Road Hurley, NY 12443 Kenneth Palmer Tillson, NY 12486 Pedersen 8 Jennifer Lane Michael Milton, NY 12547 Judith Piazza 286 Old Indian Road 245 Pearl Street Kingston, NY 12401 Wayne Platte Jr. 182 Elmendorf Street Kingston, NY 12401 Adrienne Pontecorvo Kingston, NY 12401 Michael **Powers** 50 Pinebush Road 35 Joseph Drive Saugerties, NY 12477 Christopher Rea Rell **127 Sunset Terrace Hurley, NY 12443** Barry Hurley, NY 12443 Benny Reyes 600 Dug Hill Road 93 Wrentham Street Kingston, NY 12401 Robertson Brian Ulster Park, NY 12487 Brenna Robinson 783 Broadway Kingston, NY 12401 81 O'Neil Street Keli Rundle Russell 157 Smith Avenue Kingston, NY 12401 Stacey Phoenicia, NY 12464 PO Box 335 Michael Ryan **Hurley, NY 12443** Frankie Saracino 232 Windsor Drive Kingston, NY 12401 Scalisi 58 Quarry Street **Thomas** 10 Presidents Place Kingston, NY 12401 Steven Schabot Mark Schatzel 208 Lucas Avenue Kingston, NY 12401 Kingston, NY 12401 **Scott-Childress 62 Lounsbury Place** Reynolds 11 Jordan Lane Ulster Park, NY 12487 Melissa Seyfarth 48 Second Avenue Kingston, NY 12401 Shulfeldt Diane Kingston, NY 12401 Shultis 3 Maple Street Sherry Kingston, NY 12401 Edward Shuman 43 Willow Street 14 VanGaasbeck Street Kingston, NY 12401 Ryan Shuman

John Solian Jr. 186 Harwich Street Kingston, NY 12401 425 Lefever Falls Road Rosendale, NY 12472 **Emily-Claire** Sommer Christopher 668 Gregory Court Highland, NY 12528 **Spylios** Kingston, NY 12401 Kirk Strand 1054 Columbia Street Kingston, NY 12401 Thomas Tiano 381 Delaware Avenue Richard 35 Flanders Lane West Hurley, NY 12491 Tierney Egidio Tinti 1571 County Route 2 Olivebridge, NY 12461 Kingston, NY 12401 John Tremper 263 Smith Avenue Eric Van Allen 110 Wrentham Street Kingston, NY 12401 Kingston, NY 12401 John Wallace 2191 Hurley Mt. Road 6 Cathy Jo Place Accord, NY 12404 Richard Weaver Kingston, NY 12401 White 161 O'Neil Street Maryann Stone Ridge, NY 12484 Mark Wikane 4178 Rt. 209 West Hurley, NY 12491 Travis Wilbur 222 Route 375 Port Ewen, NY 12466 Mary Jo Wiltshire 259 Agnes Street Carly Winnie 31 Alcazar Avenue Kingston, NY 12401 228 Eagles Nest Road Hurley, NY 12443 Melissa Winne Woltman 54 Stephan Street Kingston, NY 12401 Harry Kingston, NY 12401 Brian Woltman Sr. 37 Abbey Street Zambrella 29 Glen Circle Drive New Paltz, NY 12561 Christopher **Andrew** Zell 237 Thomas Street Hurley, NY 12443

#### AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO TRAFFIC ON THE PUBLIC STREETS OF THE CITY OF KINGSTON, NEW YORK ADDING HANDICAP PARKING ON PINE GROVE AVENUE

Sponsored By:

Public Safety/General Government Committee

Aldermen Schabot, Eckert, Dawson, Davis, Brown

WHEREAS, in the interest of safety and the needs of the residents, parking on the streets must be regulated:

NOW, THEREFORE, BE IT RESOLVED THAT THE COMMON COUNCIL OF THE CITY OF KINGSTON DOES ORDAIN AND ENACT THE FOLLOWING:

Section 1:	ARTICLE 7, SECTION 390-57, "HANDICAPPED PARKING" is hereby Amended by ADDING the following:		
	Handicap Parking in front of 46	Pine Grove Avenue	
Section 2:	All ordinances and parts thereof, inconsistent herewith are hereby repealed.		hereby
Section 3:	This ordinance shall take effect publication as provided by law.	immediately after passage,	approval and
Submitted to	o the Mayor this	Approved by the N	/layor this
day of	, 2016	day of	, 2016
CARLYWI	INNIF CITY CLERK	STEVEN T. NO	RIE MAYOR

Adopted by Council on June 7, 2016

Handicap

## PUBLIC SAFETY/GENERAL GOVERNMENT COMMITTEE REPORT

DEPARTMENT		15,2016
Description O	Ibada una la la	er carrier propri
Kesowtia to add	Harmages faller 7	usie
at 46 Pine Grove	Ane Permit # 36XI	13
- Ine Office	1001 41 2001	
4.000		
(As appropriate, always give cross streets: North, South, East, West	directions; and Vehicle & Traffic Section from City of R	Kingston Code B
Signature Salus Ch		
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otion by		
15 P	Committee Vote	YES NO
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ction Required:		/
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1	Steve Schabot, Chairman	
	Steve Schabot, Chairman	
QRA Decision:	Egen J. Gillet	7
QRA Decision: De I Action	Steve Schabot, Chairman  Lynn Eckert, Ward 1	7
QRA Decision: De I Action De II Action	Egen J. Gillet	
QRA Decision:  De I Action  De II Action  Listed Action	Lynn Eckert, Ward 1  Mini Dawser	
QRA Decision: De I Action De II Action Disted Action Description D	Egen J. Gillet	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
QRA Decision: De I Action De II Action Disted Action Description D	Lynn Eckert, Ward 1  Mini Dawser	
QRA Decision: De I Action De II Action De II Action Disted Action Declaration Declaration of Environmental Significance: Declaration Declaration:	Lynn Eckert, Ward 1  Muc Dawsen  Nina Dawson, Ward 4	
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QRA Decision:  pe I Action  pe II Action  listed Action  gative Declaration of Environmental Significance:  mditioned Negative Declaration:	Lynn Eckert, Ward 1  Muc Dawsen  Nina Dawson, Ward 4	

# AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO TRAFFIC ON THE PUBLIC STREETS OF THE CITY OF KINGSTON, NEW YORK ADDING HANDICAP PARKING ON STEPHAN STREET

Sponsored By:

Public Safety/General Government Committee Aldermen Schabot, Eckert, Dawson, Davis, Brown

WHEREAS, in the interest of safety and the needs of the residents, parking on the streets must be regulated:

NOW, THEREFORE, BE IT RESOLVED THAT THE COMMON COUNCIL OF THE CITY OF KINGSTON DOES ORDAIN AND ENACT THE FOLLOWING:

Section 1:	ARTICLE 7, SECTION 390-57, "HANDICAPPED PARKING" is hereby amended by ADDING the following:	
	Handicap Parking in front of 65 Stepha	n Street
Section 2:	All ordinances and parts thereof, inconsrepealed.	sistent herewith are hereby
Section 3:	This ordinance shall take effect immedi publication as provided by law.	ately after passage, approval and
Submitted to	the Mayor this	Approved by the Mayor this
day of	, 2016	day of, 2016
CARLY WI	NNIE, CITY CLERK	STEVEN T. NOBLE, MAYOR

Adopted by Council on June 7, 2016

Handicap

## PUBLIC SAFETY/GENERAL GOVERNMENT COMMITTEE REPORT

DEPARTMENT_	DATE_Man	125	2016
Description lesolution to add He	inducator lailey to		
Cot Sterology Street	Parmet HE 11+1 agas	· 0. do	
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(As appropriate, always give cross streets: North, \$outh, East, West d	irections; and Vehicle & Traffic Section from City	of Kingston	Code Boo
Signature Am Sch	nootions, and volucio & Trainio Socion nom ony	01 11111501011	2000 200
Oignaturo	<del></del>		
L.			
Motion by AD	G W	VEC	NO
seconded by	Committee Vote	YES	NO
·	Enos!	/	
Action Required:	Steve Schabot, Chairman		
	Sylve A . Elkers	X	
EQRA Decision:	Lynn Eckert, Ward 1		
ype I Action	Mui Dawson Wood		
nlisted Action	Nina Dawson, Ward 4		
egative Declaration of Environmental Significance:	Anthony Davis, Ward 6		
onditioned Negative Declaration:	Colone Brine	V	
eek Lead Agency Status:	Deborah Brown, Ward 9		
ositive Declaration of Environmental Significance:	in the second se		

### Winnie, Carly

From:

Jnoble <jnoble39@aol.com>

Sent:

Monday, April 25, 2016 9:29 PM

To: Subject: Winnie, Carly

65 Stephan St

Carly, Please add to the P. S. Committee for handicap request at 65 Stephan St. Permit # 4149442 exp. 12/19

Sent from my iPhone

#### **RESOLUTION #131 of 2016**

# AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO TRAFFIC ON THE PUBLIC STREETS OF THE CITY OF KINGSTON, NEW YORK REPEALING HANDICAP PARKING ON WURTS STREET

Sponsored By:	General Government/Public Safety Aldermen Schabot, Eckert, Dawson, Davis, Brown		
WHEREAS, the streets must be		needs of the residents, parking on	
	REFORE, BE IT RESOLVED THA GSTON DOES ORDAIN AND EN		
Section 1:	ARTICLE 7, SECTION 390-57, hereby amended by REPEALIN		
	Handicapped Parking at 47-49 V	Vurts Street	
Section 2:	All ordinances and parts thereof, inconsistent herewith are hereby repealed.		
Section 3:	This ordinance shall take effect immediately after passage, approval and publication as provided by law.		
Submitted to the M	ayor this	Approved by the Mayor this	
day of	, 2016	day of, 2016	
CARLY WINNIE,	CITY CLERK	STEVEN T. NOBLE, MAYOR	

Adopted by Council on June 7, 2016

Handicap Remove

### PUBLIC SAFETY/GENERAL GOVERNMENT COMMITTEE REPORT

DEPARTMENT	DATE I	lon 25,2	016
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Resolution to Vernove +	tandicappt ravey 5	ign	
From 47-49 Wars S		U .	
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(As appropriate, always give cross streets: North, South, East, West di	izestions; and Vahiala & Traffic Section from	City of Vinceton	Cada Daals
Signature Signature	frections; and venicle & Traffic Section from	City of Kingston	Code Book
Signature 7970ML > CVEV	-		
CC			
otion by	C ''' W	VEC	NO
conded by AD	Committee Vote	YES	NO
conded by	An Call		
	Steve Schabot, Chairman		
tion Required:	and Ch		
	agnum Coffee	7 2	
on a positi	Lynn Eckert, Ward T		
QRA Decision: pe I Action	Mine Darusin		
pe II Action	Mina Dawson, Ward 4		
listed Action	Arty C		
gative Declaration of Environmental Significance:	Anthony Davis, Ward 6		
nditioned Negative Declaration:	10.1. 12.	1/	
^ -	Willey Drive	,—	
le I and Annous Chature	D-L		
k Lead Agency Status:	Deborah Brown, Ward 9		
k Lead Agency Status:  itive Declaration of Environmental Significance:	Deborah Brown, Ward 9		

#### Sills, Dee

From:

Winnie, Carly

Sent:

Monday, May 02, 2016 5:06 PM

To:

Sills, Dee

Subject:

Fwd: Handicapped Parking Sign Removal

Sent from my iPhone

Begin forwarded message:

From: Jnoble <<u>jnoble39@aol.com</u>>
Date: May 2, 2016 at 1:47:37 PM EDT

To: Carly Winnie < <a href="mailto:cwinnie@kingston-ny.gov">cwinnie@kingston-ny.gov</a>>
Subject: Fwd: Handicapped Parking Sign Removal

Carly ,Please add to the P S Committee. Thank you. Jim

Sent from my iPhone

Begin forwarded message:

From: "STEVEN SCHABOT" < SSCHABOT@hvc.rr.com>

Date: May 2, 2016 at 11:47:37 AM EDT
To: "'James Noble'" < inoble39@aol.com
Subject: Handicapped Parking Sign Removal

There is a handicapped space in front of 47-49 Wurts Street that can be removed. The permit holder is deceased.

Thanks Steve

#### **RESOLUTION #132 OF 2016**

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, REQUESTING THE NYS DEPARTMENT OF TRANSPORTATION CONDUCT A STUDY REGARDING A CHANGE OF TRAFFIC PATTERN AT THE INTERSECTION OF ALBANY AVENUE AND WRENTHAM STREET

Sponsored By:

General Government/Public Safety

Aldermen Schabot, Eckert, Dawson, Davis, Brown

**WHEREAS**, in the interest of safety and the needs of the residents, traffic on the streets must be regulated; and

WHEREAS, the Public Safety/General Government Committee has recommended allowing for a left hand turn signal, northbound, at the intersection of Albany Avenue and Wrentham Street; and

WHEREAS, the NYS DOT must first conduct a traffic study in order to approve a traffic pattern change;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

Section 1: That the Common Council of the City of Kingston hereby requests the New York State Department of Transportation conduct a study of the traffic pattern at the traffic signal intersection of Albany Avenue and Wrentham Street.

**Section 2:** This resolution shall take effect immediately.

Submitted to the Mayor this	Approved by the Mayor this	
day of, 2016	day of, 2016	
CARLY WINNIE, CITY CLERK	STEVEN T. NOBLE, MAYOR	
Adopted by Council on June 7, 2016		

#### PUBLIC SAFETY/GENERAL GOVERNMENT COMMITTEE REPORT

		/	
DEPARTMENT  Description  Resolution to wave the form at the tun  Stand on Abam Avery Wenther St to allow to at  the luterization of Alban & Wenther St.			
			-
(As appropriate, always give cross streets: North, South, East, West	t directions; and Vehicle & Traffic Section from City	v of Kingston (	Code Book)
Signature Signature	ancerons, and ventore de Traine Section from Ch.	y or Kingston (	Code Book /
Signature 27			
Casion In AD			
fotion by	Committee Vote /	YES	NO
econded by	1		
	ana	V	
ction Required:	Steve Schabot, Chairman		
^	Com M. Jahond	V	
	Lynn Eckert, Ward 1	1	
EQRA Decision:	1 \		
pe I Action  Pe II Action	Nina Dawson, Ward		
nlisted Action	Aster It		
gative Declaration of Environmental Significance:	Anthony Davis, Ward 6		
onditioned Negative Declaration:	101,2	1	
ek Lead Agency Status:	Deborah Brown, Ward 9		
sitive Declaration of Environmental Significance:			

## 90

#### Winnie, Carly

From:

Noble, James

Sent:

Tuesday, April 05, 2016 4:44 PM

To:

Winnie, Carly

Subject:

Fwd:

Please add to the PS committee. Thank you Jim

Sent from my iPhone

Begin forwarded message:

From: <8453256072@mms.att.net>
Date: April 4, 2016 at 1:31:16 PM EDT

To: <9019236@mms.att.net>, <jnoble@kingston-ny.gov>, <8453314696@mms.att.net>,

<8454162197@mms.att.net>

Jim

Like to get on for next month's communications a discussion on a resolution to change the traffic pattern at the turn signal on Albany Ave and Wrentham St to allow for a left hand turn alternate signal north bound at the intersection of Albany ave and Wrentham St.

# RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO ENTER INTO SUPPLEMENTAL AGREEMENT NO. 1 FOR THE RECONSTRUCTION OF WEST PIERPONT STREET

Sponsored by: Finance and Audit Committee: Aldermen: Koop, Carey, Davis, Schabot, Brown

WHEREAS, the City previously received a Multi-Modal #2 grant for the reconstruction of West Pierpont Street between Broadway and Adams Street; and

WHEREAS, the work remains incomplete; and

WHEREAS, the contract for funding with NYSDOT has expired; and

**WHEREAS,** a Supplemental Agreement extending the contract time through November 30, 2020, has been offered by NYSDOT.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. That the Common Council of the City of Kingston authorizes the Mayor to execute all related documents with the NYSDOT on behalf of the City of Kingston in furtherance of the Project.

**SECTION 2.** That this resolution shall take effect immediately.

Submitted to the Mayor this day of, 2016	Approved by the Mayor this day of day of	
Carly Winnie, City Clerk	Steven T. Noble, Mayor	
Adopted by Council on	, 2016	

Res 133 2016 Supp Agree No 1 W Pieront St reconstruct



## FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION			
AUTHORIZATION X B	ONTINGENCY TRANSFER UDGET MODIFICATION ONING	TRANSFERBONDING REQUEST_X_OTHER	
DEPARTMENT ENGINEERING		DATE 5-18-16	
Description was As THE	CITY PREVIOUSLY ESC	BIUED A MULTI-MODAL	
ADAMS STREET AND	PROADWAY AND	- PIBLIONY STROKE BOYN	
WHARE AS THE WORK	REMANOS INCOMPLEY	TE, AND	
WHOSELE AS THE CONTRA	ICT FOR FUNDANCE "	WITH NYSDOY HAS FX	
TIME THROUGH NOW			
THEREFORE BE IT PRO	SOLUED THAT BONDI	NO IN THIS AMOONT	
OF \$ 186376,00 B2 2	BAUTHORIZED, AND	THE MAYOR BR	
AUTHORIZED TO SIEN			
, x			
Estimated Financial Impact 156, 376	Signature 7		
Motion by R 5-C Seconded by 5-5	Committ	tee Vote YES NO	
Action Required:	DAK	100y	
	Douglas Koop	p, Cyairman	
EQRA Decision:	Reynolds Scott-Cl	hildress Ward 3	
ype I Action	Anotas		
nlisted Action	Anthony Dav	vis Ward 6	
egative Declaration of Environmental Significance	4	Let 1	
onditioned Negative Declaration:	Steven Schab	oot, Ward 8	
eek Lead Agency Status:	hurrldj	Brun X	
ositive Declaration of Environmental Significance	e: Deborah Brov	wn, Ward 9	

### CITY OF KINGSTON

### Office of the City Engineer

rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer



Steven T. Noble, Mayor

April 29, 2016

Mr. James L. Noble, Jr. Alderman-At-Large President of the Common Council Kingston City Hall 420 Broadway Kingston, New York 12401

RE:

City of Kingston

Multi-Modal #2

Project PIN #MA2144.30A Supplemental Agreement 1

Dear President Noble:

Attached please find recent correspondence from NYSDOT and associated Supplemental Agreement No. 1 for the reconstruction of West Pierpont Street between Broadway and Adams Street. This Agreement provides for an extended Project Schedule. This Project Agreement was previously signed May/June, 2013, but no record of Council authorization is on file; therefore I request that Council re-authorize the Project in the amount of \$186,376.00. Attached is a sample resolution for your consideration.

In addition, I request that the Mayor be given authorization to sign all documents on behalf of the City required to administer the Project.

Please refer these items to the Finance Committee for further discussion.

Should you have any questions concerning this request, do not hesitate to contact me.

Respectfully,

Ralph Swenson City Engineer

Cc: Steven Noble, Mayor

Douglas Koop, Chair, Finance Committee

John Tuey, Comptroller



ANDREW M. CUOMO Governor

MATTHEW J. DRISCOLL
Commissioner

TODD WESTHUIS, P.E.
Regional Director

April 20, 2016

Ralph Swenson, City Engineer City of Kingston 420 Broadway Kingston, NY 12401

RE: CITY OF KINGSTON
MULTI-MODAL #2
PROJECT PIN #MA2144.30A

Dear Mr. Swenson,

This is to advise you that the Multi-Modal #2 project identified in Schedule A of the enclosed Supplemental Agreement has been officially approved for funding. The next step in the approval process is the joint execution of this supplemental agreement between NYSDOT and the City of Kingston.

Reimbursement cannot occur before this contract is fully executed and approved by the State Comptroller. NYSDOT does not require a Local Resolution for the funding of municipally-owned highway, bridge, or aviation mode projects of \$1,000,000 or less. Enclosed are five (5) copies of a Supplemental Agreement to extend the completion date of the above-subject project. Each of the Supplemental Agreements must be signed and notarized, **as well as, <u>each</u> Schedule A**. Please return all five signed copies to the Regional Local Projects Unit.

Also enclosed is a standard Multi-Modal sponsor's Payment Request Form (FIN421mm). Upon the return to you of your copy of the fully-executed Agreement, complete the payment request form for any eligible expenditure that has been made. Submission of your completed form to the Local Projects Unit will enable you to obtain reimbursement for these expenditures. You may duplicate or otherwise reproduce this form as often as needed. Reimbursements may not exceed the approved or actual eligible Multi-Modal project costs, whichever is less.

If you have any questions regarding the supplemental agreement, please feel free to call me at (845) 431-5977 or e-mail me at <a href="mailto:document-noisopple@dot.ny.gov">dot.ny.gov</a>

Sincerely

Doreen Holsopple

Administrative and Financial Advisor

Region 8 Local Projects Unit

Enclosures

PROJECT ID. NO.: MA2144.30A

BIN#: N/A

#### SUPPLEMENTAL AGREEMENT Schedule No. \_\_\_\_ to MASTER AGREEMENT (Comptroller's Contract No. D018585)

This Agreement, effective this day of 20, is by and between:
the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232,
and the City of Kingston, 420 Broadway, Kingston, NY 12401 acting by and through the County of Ulster
This agreement supplements or amends the existing Master Agreement between the parties that consists of the agreements titled <i>(check applicable categories)</i> :
Multi-Modal Prior SUPPLEMENTAL AGREEMENT Nosdated;  X Multi-Modal Project Agreement (Indicate MM Program # 2) dated May 20, 2013  OTHER -
in the following respects only (check applicable categories):

Amends a previously adopted Schedule or Supplements Master Agreement by Adding Schedules A and/or B, in accordance with the provisions of such Master Agreement for such Supplemental Schedules (check applicable categories):

If Amending a Prior Project:	If adding a Project:
Amends Schedule A project description;	Adds a project description under the same D#
Amends Schedule A scheduled funding;	Adds project funding under the same D#
X Amends Schedule A phase completion date;	Sets project completion date for the same D#
Amends a previously adopted Schedule B	Adds Schedule B under the same D#
X Appendix 2-S Iran Divestment Act	Appendix 2-S Iran Divestment Act

(Amending the text of the Master Agreement as described below: Complete Amendment to Master Agreement Text here (as applicable) IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

MUNICIPALITY:	NYSDOT:
DATE:	DATE:
Title:	BY:
BY:	For Commissioner of Transportation
(have signature notarized below)	Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract.
	APPROVED AS TO FORM BY NYS ATTORNEY GENERAL:
	By:Assistant Attorney General
	NYS COMPTROLLER APPROVAL:
	DATE:
	BY:For the New York State Comptroller Pursuant to State Finance Law §112.
ATE OF NEW YORK)	
) ss.: DUNTY OF ULSTER )	
rsonally appeared	to authority duly vested in him by the gnature on the instrument, the individual, or the person
	Secretaria de la composición dela composición de la composición de la composición de la composición dela composición de la composición de la composición dela composición dela composición de la composición de la composición dela composición de la composición dela composición dela composición dela composición dela composición dela composición dela compos
	Notary Public

### SUPPLEMENTAL MUNICIPAL MULTI-MODAL PROGRAM . SCHEDULE A

This Schedule may not be used where other Multi-Modal, State or Federal funding sources co-exist)

1. Name of Municipal Pr	oject Owner	: City of	Kingston		
2. Project Title:	8	Reconstruct an	nd restore a sectio	n of West Pierport Street	
3. MM Project ID#: MA21	44.30A MM Program		ogram ID (MM#2	ram ID (MM#2, MM#3, or MM#4?): MM#2	
4. Maximum MM Project Reimbursement (under this Agreement):\$166,376.00					
5. MASTER Municipal MM OSC Contract #: D018585					
6. Municipal Contact:  Name/Title: Ralph Swenson, City Engineer Organization: City of Kingston Address: 420 Broadway City/State/Zip: Kingston, NY 12401					
7. Project Location: City of Kingston		Route/Name:	Route/Name: West Pierpont Street		
From: Bro	From: Broadway		To: Adams Street		
8. Project Description/Scope: Remove and Replace existing storm sewer, street drainage, and street structure including base and pavement system.					
9. Project Schedule Begin 10. Project Cost Summary	_	June 1, 2017	Project Endin	g Date: November 30, 2020	
	y: Sta	June 1, 2017 te Multi-Modal I	Funding	g Date: November 30, 2020  Local Funding (Insert Zero if None)	
10. Project Cost Summary	y: Sta	te Multi-Modal I	Funding dule A	Local Funding	
10. Project Cost Summary SUMMARY COST TOTAL:	y: Sta u	te Multi-Modal I Inder this Sched \$166,376.00	Funding dule A	Local Funding (Insert Zero if None)	
10. Project Cost Summary SUMMARY COST TOTAL: \$186,376.00	y: Sta u	te Multi-Modal I Inder this Sched \$166,376.00 ck <u>one</u> )	Funding dule A	Local Funding (Insert Zero if None) \$20,000.00	
10. Project Cost Summary SUMMARY COST TOTAL: \$186,376.00  11. Eligible Project Type:	y: Sta u (Please chec	te Multi-Modal Inder this Scheo \$166,376.00 ck one) Rehabilitation	Funding dule A	Local Funding (Insert Zero if None) \$20,000.00	
10. Project Cost Summary  SUMMARY COST TOTAL:  \$186,376.00  11. Eligible Project Type: Highway Resurfacing	(Please chec	te Multi-Modal Inder this Sched \$166,376.00 ck one) Rehabilitation on Replacement ont	Funding dule A )  New Highway Cor Interchange Const	Local Funding (Insert Zero if None)  \$20,000.00  astructionNew Bridge	
SUMMARY COST TOTAL: \$186,376.00  11. Eligible Project Type: Highway Resurfacing X Highway Reconstruction Aviation (Is this project consistent with Other (Please explain):	(Please chec	te Multi-Modal Inder this Scheo \$166,376.00 ck one) Rehabilitation on Replacement nt	Funding dule A )  New Highway Con Interchange Const YesNo	Local Funding (Insert Zero if None)  \$20,000.00  astructionNew Bridge	

Please list your area code & phone number here: \_\_

#### APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE OF THE STATE MULTI-MODAL PROGRAM-AID (AND STATE ADMINISTERED FEDERAL PROGRAM-AID) ELIGIBLE COSTS, OF A CAPITAL PROJECT, AND APPROPRIATING FUNDS THEREOF FOR WEST PIERPONT STREET RECONSTRUCTION BETWEEN ADAMS STREET AND BROADWAY (MM PROJECT ID#: MA2144.30A).

Sponsored By:

WHEREAS, a project for the West Pierpont Street Reconstruction, P.I.N. MA2144.30A, (the "Project") is eligible for funding (under Title 23, U.S. Code, as amended) and New York State's Multi-Modal Program administered by the New York State Department of Transportation ("NYS DOT"); and

WHEREAS, the <u>City of Kingston</u> desires to advance the project by making a commitment of advance funding of the non-local share and funding of the full local share of the costs of the project; and

**NOW THEREFORE**, the City of Kingston Common Council, full convened does hereby

**RESOLVE**, that the <u>City of Kingston Common Council</u> hereby approves the above-subject project; and it is hereby further

**RESOLVED**, that the <u>City of Kingston Common Council</u> hereby authorizes the payment in the first instance of 100% of the federal and non-federal share of the cost of work for the Project, or portions thereof; and it is further

**RESOLVED**, that the sum of \$186,376.00 is hereby appropriate pursuant to a general municipal bond and made available to cover the cost of participation in the above phase of the Project; and it is further

**RESOLVED**, that in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, the <u>City of Kingston Common Council</u> shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the <u>City</u> <u>Engineer</u> thereof; and it is further

**RESOLVED**, that the <u>Mayor</u> of the <u>City of Kingston</u> be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Multi-Modal Program Funding on behalf of the <u>City of Kingston</u> with NYS DOT in connection with the advancement or approval of the project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of all project costs that are not so eligible; and it is further

**RESOLVED**, that a certified copy of this Resolution be filed with the Commissioner of Transportation of the State of New York by attaching it to any required and/or appropriate Agreements executed in connection with the Project between <u>the City of Kingston</u> and the State of New York; and it is further

**RESOLVED**, that this Resolution shall take effect immediately.

STATE OF NEW YORK	
	)SS:
COUNTY OF ULSTER	
compared the foregoing copy	City of Kingston, State of New York, do hereby certify that I have of this Resolution with the original on file in my office, and that transcript of said original Resolution and of the whole thereof, as
duly adopted by said	at a meeting duly called and held at the
on	by the required and necessary vote of the
members to approve the Reso	lution.
WITNESS My Hand and the C, 2016.	Official Seal of the City of Kingston, New York, this day of

Carly Winnie, City Clerk

## City of Kingston

### NEW YORK

## OFFICE OF THE CITY ENGINEER



November 30, 2012

Doreen Holsopple Regional Representative, R8 4 Burnett Boulevard Poughkeepsie, NY 12603

Re:

Project ID # A2144A

Reconstruct and Re-Stone a Section of West Pierpont Street

Dear Doreen,

Enclosed please find completed and executed documents including:

- MM2000 Program Project Information Sheet;
- NYSDOT Smart Growth Checklist; and
- MM Project Application Supplement;

for your review and approval.

Thank you in advance for your timely attention.

Sincerely,

Ralph Swenson City Engineer

Cc:

Shayne Gallo, Mayor

Tom Hoffay, Finance Chairman

1.)	Name of Municipality  Mr. Ralph Swensor  City of Kingston		nitiating Project :	a Maximum Mi	MP Reimbursement :	\$166,376.00	
2.)	Project Title		Ctroot	3.) Maximum wi	WI HOME		
	Reconstruct and F	Restone a section of V	Vest Pierpont Street	are stood			
4.)	Project Owner Name	: CITY	OF KI	06010.0			
5.)	Municipal or Organiz	Municipal or Organization Contact:  Name\Title: RALPH OWENSON, CITY ENGINEEL  State Comptroller CFO Payee of Record:  John Tuey  Comptroller  420 BROADWAY  Address: 420 BROADWAY  AUTHORITIES (Kingston, NY 12401)					
	Organization: C/V	y OF KI	NG 570N	John Tue Comptrol 420 Broa	ey ller		
	Address: 420	DECOTOR	12401	Kingston	, NY 12401		
	011 101-1017ing 16 66	MG DFON	10.4				
	E-mail Address (if an	y): <u>rowens</u> e	on exingaton-	0			
-	Project Location:	WEST PIELL	PONT TRACT	Route\Name( if	VIIIE FUSI.	SHEET	
		[ ] [ .000.	In the late of the late !	E POUNT IN			
7.)	Project Description \	Scope: KEMUV	F RELIEF	2- PASE	AND PAVERUE	Nr SYSTEM.	
	AND OFFERT	TRUCT	DRE MCCUBI	NG BADE	AND PAVENUE		
8.)	O. Is adule by Project Phase:				Beginning Date MM/YY	Ending Date MM/YY	
			COST		beginning bate		
	PROJECT PHASE	Federal	State	Local			
	Preliminary Engineering	-		\$10,000.00	04/13	05/13	
	Right Of Way Acquistion	-	-				
	Construction	N N B B B	\$166,376.00		07/13	10/13	
	Construction Supervision\inspection		_	\$10,000.00	07/13	10/13	
	Other				_	_	
	TOTAL:		166,376.00	20,000.00	04/13	10/13	
9.)	Eligible Project Type			New Highway Con	stNet	w Bridge Const.	
	Highway Resurfacing		ge Rehabiliation	Interchange Const.\Reconstintersection Improvement			
	XHighway Reconstruction				Berth ImprovementsRail Crossing Improvements		
	Port Storage Authority	rityPort Mat'l EquipRail Bridge Rehabilitation		Rall SignalizationRolling StockAviation (Is this project consistent with an approved Airport Layout Plan?Yes			
	Rail Rehabilitation.						
	New Rail Const.	Rail	Equipment	_Aviation (is this project consistent that a			
	Other (Please explain):						
			11	21.11.		11/16/12	
	Signature of respons	ible Local Official	- Streets	Jack		DATE	
	BYN 334 - 3901						
	Please print name an	d title: <u>OHAY</u>	NAME		TITLE	TELEPHONE	

# List of the proposed Multi-Modal Projects that have peen aumonized by and

Fig. of the	bL	Allotment
	Description	
A2144A	Reconstruct and Restone a section of West Pierpont Street	\$166,376.00

Mr. Ralph Swenson initial

## NYS DEPARTMENT OF TRANSPORTATION SMART GROWTH CHECKLIST

PIN # \_

	PROTECT ID # A2144A
A. APPL	LICANT INFORMATION
THE SANT'S ELLI LEGAL NAME	CITY OF KINGSTON  PECONSTRUCT AND RESTONE 4 SECTION
APPLICANT'S FULL LEGAL NAME	RECONSTRUCT AND RESTONE 4 DECHEN
TITLE OF PROPOSED PROJECT	OF WAST PIERPONT STREET  4. COUNTY: ULSTER
PROJECT LOCATION (Facility Name): KINGGTON	
AMOUNT OF STATE GRANT REQUESTED:	#166,376.00
B. SMART	GROWTH ASSESSMENT
<ul> <li>Yes – if the project is compliant with the criterion, execution of the project is compliant with the criterion, execution of the project is compliant with the criterion, execution of the project in the project is compliant with the criterion, execution in the project is compliant with the criterion, execution in the project is compliant with the criterion, execution in the project is compliant with the criterion, execution in the project is compliant with the criterion, execution in the project is compliant with the criterion, execution in the project is compliant with the criterion, execution in the project is compliant with the criterion, execution in the project is compliant with the project in the projec</li></ul>	xplain why; for continuing with the project despite non-compliance is longer than the spa mark which criterion is being answered in the additional sheets.
A. Does the proposed project maintain existing infrastr	ructure? □ N/A
1	*
Explanation:	TING COBBLESTONE STREET WILL BE BUABILITATED AND PRORSTEIAN ACCESS RE
Explanation:  THE INTEGRITY OF AN EXIST  PRETORED, EXISTING JEWERS R	er?
Explanation:  THE NTEGLITY OF AN EXIST  PLETOLED, EXISTING SEWELS R  B. Is the proposed project located in a municipal center  Yes  Explanation:	ON/A  IN/A  IN/A  IN/A  IN/A  IN/A  IN/A  IN/A  IN/A  IN/A
Explanation:  THE NTRELITY OF AN EXIST  PLETORED, EXISTING SEWERS R  B. Is the proposed project located in a municipal center  Yes  Explanation:  WEST PIERPONT TORREST IS LOC  DISTRICT, CONNECTING AD TACKNIT.	ERESIDENTIAL AREA WITH BUTINESS COR
Explanation:  THE NTEGRITY OF AN EXIST  PLETORED, EXISTING SEWERS R  B. Is the proposed project located in a municipal center  Yes  Explanation:  WEST PIERPONT TORREST IS LOC  DISTRICT, CONNECTING AD TACKNIT.	ERESIDENTIAL AREA WITH BUSINESS COL
Explanation:  THE NTEGRITY OF AN EXIST  PLETORED, EXISTING SENERS R  B. Is the proposed project located in a municipal center  Yes  Explanation:  NEST PIERPONT STREET 13 LOC  DISTRICT, CONNECTING ADTACENT:  C. Is the proposed project located in a developed area approved comprehensive land use plan, local waterfrom the seneral content of the s	er?  No □ N/A  CATED IN DOWN TOWN HISTORIC RONDOUT  RESIDENTIAL AREA WITH BOSINESS COLE  a or an area designated for concentrated infill development in a municipant revitalization plan and/or Brownfield opportunity area plan?  No □ N/A
Explanation:  THE INTEGRITY OF AN EXIST  PLETORED, EXISTING DENERS R  B. Is the proposed project located in a municipal center  Yes  Explanation:  WEST PIERPONT DIRECT IS LOCATED.  C. Is the proposed project located in a developed area approved comprehensive land use plan, local waterfrom Yes  Explanation:	a or an area designated for concentrated infill development in a municipant revitalization plan and/or Brownfield opportunity area plan?

Explanation:  N.A.		
t	stainability by strengthening existing and crompromise the needs of future generations, and implementing a community plan and en	reating new communities which reduce by among other means encouraging broad suring the governance structure is adequate
Explanation:  VIUS PROTECT PROMOTE	S PEORSTRIAN ACCESS AND ESTORING HISTORIC INTER	
CERTIFICATION	Ç	
I hereby certify, to the best of my knowledge	, all of the above to be true.	
Preparer of This Document:	Rall Swemon	11/26/12 Date
	Printed Name  CITY ENGINEER  Title	
Responsible Local Official:	Signature  Signature  SHATIR P. GAWO  Printed Name  Mayor HILAGITOR	<u>11/16//2</u> Date

# Multi-Modal (MM) Project Application Supplement

[For completion by all nominated MM Project Sponsors]

On November 4, 2008, the New York State Division of the Budget (DOB) issued Bulletin B-1184. This Bulletin establishes guidelines for the implementation of Agency Contracts, Non-Personal Service, and Capital Spending Controls. B-1184 requires project sponsors to provide a compelling justification of need for the project and must describe the consequences should the request not be approved. This Pre-Approval is in addition to NYSDOT's routine eligibility determination, and prior approval must be obtained before engaging in any aspect of the Local contract agreement process. All MM capital project work and related Local expenditures are made solely at the Sponsor's risk until a contract is fully executed and approved by the Office of the State Comptroller (OSC).

Sporisor's risk dritti a corticaci to rany oxidati
MM PIN (from PIS): PROT. ID. # A2144A Contract # (if known):
1) Check all categories below that apply to this project:
Failure to reimburse this MM project will cause an <u>immediate, demonstrable threat to public health or safety</u> (see detailed justification below).
Failure to reimburse this MM project directly violates a court order or Federal, State, or Local Law.
Failure to reimburse this MM project will result in a substantial reduction in Federal Aid.
Project is critical to meeting the State's <u>essential infrastructure needs</u> , including the Local Agency's public transportation mission which supports that need.
2) Work Type (from PIS): HIGH WAY Econorlar Torm (in years): 1
MM Dollar Allocation: \$ 166, 376.00 Actual State Reimbursement-to-Date: \$
Projected SFY 11-12 Total State Disbursements (thru 3-31-12):
Projected SEV 12-13 Total State Disbursements (4-1-12 thru 3-31-13): \$ /66,876.00
3) Project Description: RECONSTRUCTION OF APPROXIMATELY 200 LF OF COBLLESTONE STREET AND ASSOCIATED JEWELS.
4) Justification of Need: (Note: Provide details as to how it is essential to the State's infrastructure needs. Describe how the condition of essential infrastructure that, if allowed to deteriorate, would create a higher cost to the State.)  RECONDITION OF WEST PIERPONT STREET WILL ALLOW FOR IMPROVED URHICULAR AND PEDESTRIAN ACCESS AND BARRIY. REHABILITATION OF DEWERS WILL PEDUCE THE POTENTIAL FOR THE INPRODUCTION OF EXTRANSOUS FLOWS AND CONTAMINATION.  5) Identify consequences of Non-approval of this project's contract: (Note: Explain the potential for clear public safety
or health issues arising if the project is not advanced.)  THE LEVEL OF SERVICE ON AN INTERSECTING, NARROW, ONE-WAY STREET  13 NOT RELIEVED, EXTENDING THE TIME PERIOD DURING WHICH WEHICULAR  AND PEDESTRIAN ACCESS AND SAFETY ARE DIMINISHED.
6) Indicate here if need is due to an emergency, flood or other natural disaster?
NA
7) Is project subject to a legally binding construction contract or one for which construction has already commenced?
Signature of Responsible Local Official: Shape Pyalle  Please print name & title: SHAPE Could Mayor (541) 334  Name Title
Please print name & title: SHAMA COULD Mayor (841) 334
Name Sales Indiana Sales India



# STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION REGION EIGHT 4 BURNETT BOULEVARD POUGHKEEPSIE, NEW YORK 12603 www.dot.ny.gov

WILLIAM J. GORTON, P.E. ACTING REGIONAL DIRECTOR

JOAN MCDONALD COMMISSIONER

July 9, 2013

Mr. Ralph Swenson, City Engineer City of Kingston 420 Broadway Kingston, New York 12401

**RE: CITY OF KINGSTON** 

MULTI-MODAL #2 PROJECT PIN #MA2144.30A -- D018585

Dear Mr. Swenson:

Attached is one copy of the fully-executed Master Agreement for the above-referenced Multi-Modal #2 project, along with a UnivFIN 421 mm – Multi-Modal Sponsor's Project Payment Request form. Submission of your completed UnivFIN 421mm and supporting documentation (invoices, vouchers, cancelled checks, dated digital photos) to the Local Projects Unit will enable you to obtain reimbursement for expenditures. Please submit completed forms and documentation to:

Ms. Wendy Cobb Region 8 Local Projects Unit New York State Department of Transportation 4 Burnett Boulevard Poughkeepsie, NY 12603

If you have any questions concerning the Multi-Modal program, please call me at (845) 431-7910 or e-mail me at <a href="weendy.cobb@dot.ny.gov">weendy.cobb@dot.ny.gov</a>.

Sincerely,

Windy Cobb
Wendy Cobb

Local Projects Unit

Enclosure

### Master Municipal Multi-Modal (MM) Capital Project(s) Agreement

For Use Only with Municipally-owned Highway, Bridge, or Aviation projects where a State Comptroller (OSC) approved contract is required

[Note: A separate contract is required for each individual Multi-Modal Program source]

## NYS COMPTROLLER'S CONTRACT NO. DOIRSES

#### WITNESSETH:

WHEREAS, section 14-k of the Transportation Law establishes the Multi-Modal (MM) Programs 1, 2, 3, and 4 that may fund eligible project costs through the Thruway or Dormitory Authority (DASNY) bond funding (as applicable) for capital projects approved by the Commissioner of Transportation, and

WHEREAS, pursuant to Legislative appropriation or authorization for capital projects, that MM funding of the Project(s) herein is authorized and, the Sponsor certifies to NYSDOT that:

(1) the service life of each individual Project is ten (10) or more years, regardless of mode; and

(2) for highway and bridge mode projects, (a) MM program funding is not used for the mandated non-Federal matching share of a Federally funded project; (b) the amount of MM funds requested is and shall be no greater than prior unreimbursed municipal project expenditures for work completed or materials incorporated in a qualifying project(s); and (c) the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the MM program funding; and (3) for any airport or aviation facility type, the sponsor must certify that Federal funding is not available to the project, but that the project is consistent with an approved Airport Layout Plan.

#### NOW THEREFORE, the parties agree as follows:

1. Documents Forming this Agreement. The agreement consists of the following:

Agreement Form - this document titled "Master Municipal Multi-Modal Capital Project(s) Agreement is for Use Only with Municipally-owned Highway, Bridge, or Aviation projects where a State Comptroller-approved contract is required";

Multi-Modal Program Schedule "A" - Detailed individual Project Description(s) and Funding; and

Appendix "A" - New York State Required Contract Provisions.

Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)

Appendix "2" – Iran Divestment Act

- 2. Work, Maintenance & Operation. Sponsor shall render all services and furnish all materials and equipment necessary to complete the Project or projects described in Schedule(s) A or Supplements to Schedule A and shall fund all costs attendant to such completion. The work of the Project or projects may consist generally of the categories of work described in Schedule A or one or more Supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the execution of such Schedules A or Supplements to Schedule A for the purposes of conforming to New York State requirements. Upon Project completion, Sponsor will operate and maintain the Project(s) at no expense to NYSDOT and Sponsor will not dispose of or encumber the Project(s) or cause the Project(s) to be withdrawn from public service during its useful service life without the prior approval of NYSDOT.
- 3. Multi-Modal (MM) Funding Reimbursement of Eligible Project Costs. Subject to compliance with this Agreement, NYSDOT agrees to authorize reimbursement of individual Project costs identified in the applicable Schedule A or Supplements to Schedule A attached hereto in an amount not to exceed the lesser of the indicated MM program funding amount or actual Eligible Project Costs, as defined below. MM program funding shall be used solely for the payment of Eligible Costs the Sponsor actually incurs in performing the Project. Only Eligible Project Costs, paid no more than 15 months prior to the date of execution of the Multi-Modal Program Reimbursement Request Form are reimbursable. To be eligible for MM aid, "Eligible Project Costs" must: (a) be eligible pursuant to § 3.1 below and such other MM program Policies and Criteria as are established by NYSDOT including but not limited to NYSDOT's MM Program Guidelines criteria; and, (b) be for work which, when completed, has a certifiable service life of at least 10 years.
  - 3.1. Eligible Costs. Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.
  - 3.2. Sponsor Debt Service. Multi Modal program funds shall not be used to pay a Sponsor for interest (debt Service) or issuance (indirect costs) payments on Multi Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion. Multi Modal funds can be used to reimburse a Sponsor for payments of the principal portion of a local bond or note which a Sponsor might issue to pay for the construction of a capital project.
- 4. Payment. Payments hereunder shall be as follows:
  - 4.1. Payment Upon Completion. Except where §4.2 applies, payment to Sponsor shall be made upon the application of Sponsor to NYSDOT upon Project completion, on the basis of work accomplished, local expenditures made, and the submission of duly completed payment requests and certifications in a form approved by NYSDOT, including such information as

# Universal Master Municipal MM Agreement Municipal Sponsor: City of Kingston

NYSDOT deems necessary to assure compliance with the program requirements and this Agreement.

- 4.2. Periodic Reimbursement. If the Sponsor and NYSDOT find it desirable to have reimbursement made periodically in accordance with a payment cycle established by NYSDOT and the Sponsor, NYSDOT may authorize payments based on billings prepared by the Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project or projects, with applicable adjustments to be made after audit by NYSDOT. These payments shall be made as moneys become available therefor.
- 4.3. Certifications. In addition to the certifications on Page 1 of this contract, the Sponsor shall also certify in each payment request that individual Project work was performed in accordance with the design and contractual requirements of Sponsor and Sponsor's design professional, and that such request does not duplicate reimbursement of costs and services received from other sources. Such certification by the project sponsor shall include the responsibility to furnish the Commissioner with any written information as may be necessary to maintain, if applicable, the federal tax exempt status of bonds, notes, or other obligations issued by the New York State Thruway Authority or the Dormitory of the State of New York for such purposes.
- 4.4 Electronic Contract Payments. Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the contracting Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by E-mail at epunit@osc.ny.gov, or by telephone at (518) 474-4032. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional NYSDOT Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
- 5. Ethics Considerations. In addition to Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the MM Funding made hereunder, no member of Sponsor's governing body, its officers or employees, nor any member of their families shall benefit financially either directly or indirectly from the MM Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefor from NYSDOT.
- 6. NYSDOT Performance Review. NYSDOT may review the Sponsor's performance of this agreement

in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project or projects and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project or projects, its use and operation.

7. State Recovery of Ineligible Reimbursements. NYSDOT shall be entitled to recover from the Sponsor any monies paid to the Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for funding hereunder.

#### 8. Contract Executory.

- 8.1. This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefor.
- 8.2. This agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted. Sponsor's continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

#### 9. Sponsor Liability.

- 9.1. Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection with this Agreement. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.
- 9.2. The Sponsor shall indemnify and save harmless NYSDOT & the State for all damages & costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards & resulting in obvious or patent errors in the progression of its work.
- 9.3 The Sponsor shall at all times during the Contract term remain responsible. The Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

- 9.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Sponsor. In the event of such suspension, the Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
- 9.5 Upon written notice to the Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Sponsor's expense where the Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach
- 10. No Assignment or Transfer of Contract. Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, of its power to execute such contract to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.
- 11. Independent Contractor. The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.
- 12. Disqualification and Damages. If the Sponsor fails to comply completely with any of the terms and conditions contained within this agreement, including, but not limited to paragraphs 2 and 10, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this agreement to NYSDOT, and also pay to NYSDOT a liquidated damage fee of 5% of the total funds received under this agreement.
- 13. Term of Agreement. As to the Project or projects described in Schedule(s) A, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect consistent with the date of Project work established and described in any duly executed and approved Schedule A or Supplements to Schedule A. Failing Project completion within the period set forth in Schedule A or Supplements to Schedule A, or agreement by NYSDOT to extend a Project completion date for good cause, this Agreement will expire and be of no further force or effect. This agreement shall only remain in effect so long as Multi-Modal funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State

appropriations or other funding authorizations therefor are eventually enacted.

- 14 Reporting Requirements. The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.
- 15 Appendix A, standard provisions for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.
- 16. Compliance with legal requirements. Sponsor must comply with all applicable federal, state and local, laws, rules and regulations, including but not limited to the following:
  - 16.1 New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts, including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises. Sponsor's failure, to comply with Article 15-A requirements in any of its contracts and sub-contracts funded in whole or in part by this agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement, to which contract goals are established.
  - 16.2 New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate application information related to the project to ensure compliance with the Act.
  - 16.3 New York Transportation Law, Section 427, Equal employment opportunity program, including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement
- 17. Compliance with procedural requirements. Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements.
- 18. Notice Requirements.
  - 18.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via certified or registered United States mail, return receipt requested; (2) By facsimile transmission; (3) By personal delivery; (4) By expedited delivery service; or (5) By e-mail.
  - 18.2 For all Multi-Modal Local Agreement purposes, such notices shall be addressed by the Sponsor to the officially designated Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Primary Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing Address. Telephone number, Facsimile number, & E-mail address.
  - 18.3 Any such notice shall be deemed to have been given either at the time of personal delivery

#### Universal Master Municipal MM Agreement Municipal Sponsor: City of Kingston

or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Universal Master Municipal MM Agreement Municipal Sponsor: City of Kingston

IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and Sponsor has caused this Agreement to be signed by its duly authorized officer, to be effective on the date first written above.

	NO18585
Sponsor: City of KINGSTON	New York State Department of Transportation:
BY: Noyut Clb TITLE: MAYOR DATE: 5/20/2013	for the commissioner of Transportation  Agency Certification: In addition to the acceptance of this contract, I also certify the original copies of this signature page will be attached to all other exact copies of this contract.  DATE:  JUN 11 2013
Sponsor ACKNOWLEDGMENT	
STATE OF NEW YORK )	
COUNTY OF ULSTER )	
On this 30 day of may in the year appeared Ohayne R Gallo basis of satisfactory evidence to be the individual wacknowledged to me that he/she is duly vested in him/her by the instrument, the individual, or the person upon the instrument.  If K. HIGGINS Notary Public, State of New Yor No. 01-14-2-32985 Qualified in Ulster County Commission Expires Sept. 30, 20	, personally known to me or proved to me on the phose name is subscribed to the within instrument, the of the nstrument in his/her-capacity pursuant to authority and that by his/her signature on behalf of which the individual acted, executed this
APPROVEDASTOFORMI: NYS ATTORNEY GENERAL  BY: JUN 1 2 2013  LORRAINE L. REMO PRINCIPAL ATTORNEY  New York State Attorney General	APPROVED:  APPROVED:  APPROVED  DEPT. OF AUDIT & CONTROL  JUN 2 i 2013  For the State Comptroller pursuant to Section 112, State Minarce Flaw

# Master Municipal MULTI-MODAL Program - SCHEDULE A

(This Schedule may not be used where other Multi-Modal, State or Federal funding sources co-exist)

1. Name of Municipal Project Owner: City of Kingston

2. Project Title: Reconstruct and restone a section of West Pierpont Street					
3. MM Project ID#: A2	44A MM Program ID (	MM#2, MM#3, or MM#4?): MM#2			
4. Maximum MM Project Reimbursement (under this Agreement):\$166,376.00					
5. MASTER Municipal MN	OSC Contract #: D018585				
6. Municipal Contact:					
Organization: C Address: 4	alph Swenson, City Engineer ity of Kingston 20 Broadway ngston, New York 12401				
7. Project Location:	Route/Name: West Pierp	ont Street			
From: Broadwa	y To: Adams Street				
<ul><li>8. Project Description/Sco structure including base a</li><li>9. Project Schedule Begin</li><li>10. Project Cost Summary</li></ul>	nd pavement system. ning Date: April 1, 2013 F	orm sewer, street drainage and street Project Ending Date: October 31, 2015			
SUMMARY COST TOTAL:	State Multi-Modal Fundin under this Schedule A	Local Funding (Insert Zero if None)			
\$186,376.00	\$166,376.00	\$20,000.00			
11. Eligible Project Type:					
Highway Resurfacing	<del></del>	nway Construction New Bridge Construction			
X Highway Reconstruction	= • •	ge Const,\Reconstruction Intersection Improvement			
Aviation (Is this project consistent with	an approved Airport Layout Plan)? YesYes	No			
Other (Please explain):					
12. Signature of responsik	le Local Official: Mapul	Jollo Date: 5/20/2013			
13. Please print your Name	e & Title here: THAYNE R. E	FALLO MAYOR			
14 Please list your area o	ode & phone number here: 845 -	334 - 3901			
17. I louse hot your area of	as a priorio riamasi noto:				

#### Resolution 134 of 2016

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING ADOPTING A BOND ORDINANCE IN THE SUM OF \$ 186,376.00 FOR THE RECONSTRUCTION OF WEST PIERPONT STREET

Sponsored By: Finance and Audit Committee: Aldermen: Koop, Scott-Childress, Davis, Schabot, Brown

WHEREAS, the City previously received a Multi-Modal #2 grant for the reconstruction of West Pierpont Street between Broadway and Adams Street; and

WHEREAS, the contract for funding with the NYSDOT has expired and a Supplemental Agreement extending the contract time through November 30, 2020 has been offered by NYSDOT; and

WHEREAS, it is requested that bonding be re-authorized for the reconstruction of West Pierpont Street between Broadway and Adams Street in the amount of \$186,376.00

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

**SECTION-1.** That the Common Council authorizes an amount of \$186,376.00 be provided through General Municipal bonding.

**SECTION-2.** This resolution shall take effect immediately.

Submitted to the Mayor this day of		Approved by the Mayor this	day of
, 2016	5		_, 2016
Coulty Wing in City Clauds	<b>3</b> 0	Steven T. Noble, Mayor	
Carly Winnie, City Clerk		Steven 1. Noble, Mayor	
Adopted by Council on	, 2016		

Res 134 2016 Authorize Bond Reconstruct W Pierpont St



#### THE CITY OF KINGSTON COMMON COUNCIL

# FINANCE AND AUDIT COMMITTEE REPORT

	REQUEST	DESCRIPTION	
			REQUEST /
	Browning & Adams Street, with	DATE withouzation in the amount of West Proposition of the eventual amount to a labb grants (estimated 1)	5'118116 Bestween (68,376)
N	Notion byAD		>
S	econded by	Committee Vote	YES NO
	ction Required:	Douglas Koop, Chairman	
SE	EQRA Decision:	Reynolds Scott-Childress Ward 3	
	pe I Action pe II Action	Awy !	
	ilisted Action	Anthony Davis, Ward 6	
Νe	gative Declaration of Environmental Significance:	Den Fl	
Со	nditioned Negative Declaration:	Steven Schabot, Ward 8	
Se	ek Lead Agency Status:	Wolrah Breren	
Pos	sitive Declaration of Environmental Significance:	Deborah Brown, Ward 9	

#### CITY OF KINGSTON

## Office of the City Engineer

rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer



Steven T. Noble, Mayor

April 29, 2016

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

RE:

City of Kingston Multi-Modal #2

Project PIN #MA2144.30A Supplemental Agreement 1

Dear President Noble:

Attached please find recent correspondence from NYSDOT and associated Supplemental Agreement No. 1 for the reconstruction of West Pierpont Street between Broadway and Adams Street. This Agreement provides for an extended Project Schedule. This Project Agreement was previously signed May/June, 2013, but no record of Council authorization is on file; therefore I request that Council re-authorize the Project in the amount of \$186,376.00. Attached is a sample resolution for your consideration.

In addition, I request that the Mayor be given authorization to sign all documents on behalf of the City required to administer the Project.

Please refer these items to the Finance Committee for further discussion.

Should you have any questions concerning this request, do not hesitate to contact me.

Respectfully,

Raiph Swenson City Engineer

Cc: Steven Noble, Mayor

Douglas Koop, Chair, Finance Committee

John Tuey, Comptroller



ANDREW M. CUOMO Governor

MATTHEW J. DRISCOLL Commissioner

TODD WESTHUIS, P.E.
Regional Director

April 20, 2016

Ralph Swenson, City Engineer City of Kingston 420 Broadway Kingston, NY 12401

RE: CITY OF KINGSTON
MULTI-MODAL #2
PROJECT PIN #MA2144.30A

Dear Mr. Swenson,

This is to advise you that the Multi-Modal #2 project identified in Schedule A of the enclosed Supplemental Agreement has been officially approved for funding. The next step in the approval process is the joint execution of this supplemental agreement between NYSDOT and the City of Kingston.

Reimbursement cannot occur before this contract is fully executed and approved by the State Comptroller. NYSDOT does not require a Local Resolution for the funding of municipally-owned highway, bridge, or aviation mode projects of \$1,000,000 or less. Enclosed are five (5) copies of a Supplemental Agreement to extend the completion date of the above-subject project. Each of the Supplemental Agreements must be signed and notarized, as well as, each Schedule A. Please return all five signed copies to the Regional Local Projects Unit.

Also enclosed is a standard Multi-Modal sponsor's Payment Request Form (FIN421mm). Upon the return to you of your copy of the fully-executed Agreement, complete the payment request form for any eligible expenditure that has been made. Submission of your completed form to the Local Projects Unit will enable you to obtain reimbursement for these expenditures. You may duplicate or otherwise reproduce this form as often as needed. Reimbursements may not exceed the approved or actual eligible Multi-Modal project costs, whichever is less.

If you have any questions regarding the supplemental agreement, please feel free to call me at (845) 431-5977 or e-mail me at doreen.holsopple@dot.ny.gov

Sincerely

Doreen Holsopple

Administrative and Financial Advisor

Region 8 Local Projects Unit

Enclosures

PROJECT ID. NO.: MA2144.30A

BIN#: N/A

# SUPPLEMENTAL AGREEMENT Schedule No. \_\_\_\_\_ to MASTER AGREEMENT (Comptroller's Contract No. \_\_\_\_\_\_D018585)

This Agreement, effective this day of 20, is by and between:
the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232,
and the City of Kingston, 420 Broadway, Kingston, NY 12401 acting by and through the County of Ulster
This agreement supplements or amends the existing Master Agreement between the parties that consists of the agreements titled <i>(check applicable categories)</i> :
Multi-Modal Prior SUPPLEMENTAL AGREEMENT Nosdated;  X Multi-Modal Project Agreement (Indicate MM Program # 2) dated May 20, 2013  OTHER -
in the following respects only (check applicable categories):

Amends a previously adopted Schedule or Supplements Master Agreement by Adding Schedules A and/or B, in accordance with the provisions of such Master Agreement for such Supplemental Schedules (check applicable categories):

If Amending a Prior Project:	If adding a Project:
Amends Schedule A project description;	Adds a project description under the same D#
Amends Schedule A scheduled funding;	Adds project funding under the same D#
X Amends Schedule A phase completion date;	Sets project completion date for the same D#
Amends a previously adopted Schedule B	Adds Schedule B under the same D#
X Appendix 2-S Iran Divestment Act	Appendix 2-S Iran Divestment Act

(Amending the text of the Master Agreement as described below:

Complete Amendment to Master Agreement Text here (as applicable)

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

MUNICIPALITY:	NYSDOT:
DATE:	DATE:
Title:	BY:
BY:	1 of Commissioner of Transportation
(have signature notarized below)	Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract.
	APPROVED AS TO FORM BY NYS ATTORNEY GENERAL:
	By:Assistant Attorney General
	NYS COMPTROLLER APPROVAL:
	DATE:
	BY:
TATE OF NEW YORK)	
) ss.: DUNTY OF ULSTER )	
rsonally appeared	_in the year 20, before me, the undersigned,, personally known to me or proved to me dividual whose name is subscribed to the within of the, It to authority duly yested in him by the
	signature on the instrument, the individual, or the person
	Notary Public

## SUPPLEMENTAL MUNICIPAL MULTI-MODAL PROGRAM . SCHEDULE A

This Schedule may not be used where other Multi-Modal, State or Federal funding sources co-exist)

1. Name of Municipal Pr	oject Owner:	City of	Kingston	
2. Project Title:	« R	econstruct a	nd restore a section	n of West Pierport Street
3. MM Project ID#: MA21	44.30A	MM P	rogram ID (MM#2,	MM#3, or MM#4?): MM#2
4. Maximum MM Project	Reimbursemer	nt (under thi	s Agreement):\$16	66,376.00
5. MASTER Municipal M	M OSC Contrac	:t #: D01858	5	
6. Municipal Contact:  Name/Title: Ralporting Organization: Ci Address: 420 Br City/State/Zip: K	ty of Kingston oadway		z.	<u>8</u> 1
7. Project Location: City	of Kingston		Route/Name: \	West Pierpont Street
From: <u>Bro</u>	adway		To: Adams St	reet
<ul><li>8. Project Description/So structure including base an</li><li>9. Project Schedule Begin</li><li>10. Project Cost Summary</li></ul>	d pavement sys	tem.		er, street drainage, and street g Date: November 30, 2020
SUMMARY COST TOTAL:		Multi-Modal er this Sche		Local Funding (Insert Zero if None)
\$186,376.00	2	\$166,376.0	0	\$20,000.00
11. Eligible Project Type:	(Please check	one)		
Highway Resurfacing	Bridge Reha	abilitation	New Highway Cons	struction New Bridge
X_Highway Reconstruction	Bridge Repla	acement	Interchange Const.	\ReconstructionIntersection
_ Aviation (Is this project consistent wit	h an approved Airport	Layout Plan)? _	YesNo	
_ Other (Please explain):				
2. Signature of responsib	ole Local Offici	al:		Date:
3 Please print your Name				

Please list your area code & phone number here: \_\_\_

# APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE OF THE STATE MULTI-MODAL PROGRAM-AID (AND STATE ADMINISTERED FEDERAL PROGRAM-AID) ELIGIBLE COSTS, OF A CAPITAL PROJECT, AND APPROPRIATING FUNDS THEREOF FOR WEST PIERPONT STREET RECONSTRUCTION BETWEEN ADAMS STREET AND BROADWAY (MM PROJECT ID#: MA2144.30A).

Sponsored By:

WHEREAS, a project for the <u>West Pierpont Street Reconstruction</u>, P.I.N. <u>MA2144.30A</u>, (the "Project") is eligible for funding (under Title 23, U.S. Code, as amended) and New York State's Multi-Modal Program administered by the New York State Department of Transportation ("NYS DOT"); and

**WHEREAS**, the <u>City of Kingston</u> desires to advance the project by making a commitment of advance funding of the non-local share and funding of the full local share of the costs of the project; and

NOW THEREFORE, the <u>City of Kingston Common Council</u>, full convened does hereby

**RESOLVE**, that the <u>City of Kingston Common Council</u> hereby approves the above-subject project; and it is hereby further

**RESOLVED**, that the <u>City of Kingston Common Council</u> hereby authorizes the payment in the first instance of 100% of the federal and non-federal share of the cost of work for the Project, or portions thereof; and it is further

**RESOLVED**, that the sum of \$186,376.00 is hereby appropriate pursuant to a general municipal bond and made available to cover the cost of participation in the above phase of the Project; and it is further

**RESOLVED**, that in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, the <u>City of Kingston Common Council</u> shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the <u>City</u> <u>Engineer</u> thereof; and it is further

**RESOLVED**, that the <u>Mayor</u> of the <u>City of Kingston</u> be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Multi-Modal Program Funding on behalf of the <u>City of Kingston</u> with NYS DOT in connection with the advancement or approval of the project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of all project costs that are not so eligible; and it is further

**RESOLVED**, that a certified copy of this Resolution be filed with the Commissioner of Transportation of the State of New York by attaching it to any required and/or appropriate Agreements executed in connection with the Project between *the City of Kingston* and the State of New York; and it is further

**RESOLVED**, that this Resolution shall take effect immediately.

STATE OF NEW YORK	) )SS:
COUNTY OF ULSTER	Joo.
	City of Kingston, State of New York, do hereby certify that I have of this Resolution with the original on file in my office, and that
the same is a true and correct	transcript of said original Resolution and of the whole thereof, as
duly adopted by said	at a meeting duly called and held at the
on	by the required and necessary vote of the
members to approve the Reso	olution.
<i>WITNESS</i> My Hand and the (, 2016.	Official Seal of the City of Kingston, New York, this day of
	Carly Winnie, City Clerk

# City of Kingston

**NEW YORK** 

# OFFICE OF THE CITY ENGINEER



November 30, 2012

Doreen Holsopple Regional Representative, R8 4 Burnett Boulevard Poughkeepsie, NY 12603

Re:

Project ID # A2144A

Reconstruct and Re-Stone a Section of West Pierpont Street

Dear Doreen,

Enclosed please find completed and executed documents including:

- MM2000 Program Project Information Sheet;
- NYSDOT Smart Growth Checklist; and
- MM Project Application Supplement;

for your review and approval.

Thank you in advance for your timely attention.

Sincerely,

Ralph Swenson City Engineer

Cc:

Shayne Gallo, Mayor

Tom Hoffay, Finance Chairman

1.)	Name of Municipality Mr. Ralph Swensor		Initiating Project:			
	City of Kingston			3 ) Maximum M	MP Reimbursement :	\$166,376.00
2.)	December twent and 5	Restone a section of \	West Pierpont Street			
4.)	Project Owner Name	: CITY	OF KI	0601000		
5.)	Municipal or Organiz	zation Contact :	-			
	Name\Title : RALI	OH TWENSO	NG STON	State Co	mptroller CFO Payee of R	ecord:
	Organization: CV	V OF KI	NESTON	John Tue	ey	
	Address: #26	BROADW	AY		ıdway	
	Address.	Idress: 420 Broadway 420 Broadway Kingston, NY 12401				
	City\State\Zip:	CELLENS	on@Kingston.	一九上ののか		
	E-mail Address (if an	y): 1 pace 10 3	0	0 0	5- Table 1	
6.)	Project Location:	WEST PIEL	PONT TRACT	Route\Name( if	f applicable): Mile Post: <i>Atj.Au</i> .5	STREET
71		OC ver	is as Protection	B FYBIIN	G JEWEL, DI	TRAINAGE INT SYSTEM.
<i>(.)</i>	AOD SARON	- STELLY T	IRR INCLUDIO	NG BASE	AND PAVENUE	Nr Systamia
8.)	Project Schedule by	Project Pilase.	COST		Beginning Date MM/YY	Ending Date MM/YY
				Local		
	PROJECT PHASE	Federal	State	Local		
	Preliminary Engineering	Appendix of the second		\$10,000.00	04/13	05/13
	Right Of Way Acquistion	<del></del>	-			
	Construction		\$166,376.00	0	07/13	10/13
	Construction Supervision\Inspection		-	\$10,000.00	07/13	10/13
					_	
	TOTAL:		3/66,376.00	\$ 20,000.00	04/13	10/13
	1077.		166,516.			
9.)	Eligible Project Type	e (Please check <u>o</u>	ne):			- II O-act
	Highway Resurfacing		ge Rehabiliation	New Highway Con	31.	w Bridge Const.
		Brid	lge Replacement	Interchange Const.	II ICOOTTO	ersection Improvement
-	Port Storage Authority		Mat'l Equip	Berth Improvement	15	ll Crossing Improvements
			Bridge Rehabilitation	Rail Signalization		Illing Stock
	Rail Rehabilitation.		Equipment	Aviation (Is this pro	pject consistent with an approved	d Airport Layout Plan?YesNo)
	New Rail Const. Other (Please explain):					
	Other (Flease explain)		A	0 1		
			. Sheen.	for Jalle		11)16/12
5	Signature of responsi	ble Local Official	- Vi ryou	Y		DATE
		d title SuAVA	UE P. GALLO	MA	YOR	8417 334 ~ 3901 TELEPHONE
F	Please print name and	anne. One I	NAME		TITLE	ICLEPHONE

# List of the proposed Multi-Modal Projects that have peen audionzed by and

List	tot me broke	Allotment
	Description	
ID	- dexoat	\$166,376.00
	Reconstruct and Restone a section of West Pierpont Street	
A2144A	Reconstruct and Rescond a -	

## NYS DEPARTMENT OF TRANSPORTATION SMART GROWTH CHECKLIST

PIN # \_\_\_\_

	PROJECT IN # A2144A
A. APPL	ICANT INFORMATION
. APPLICANT'S FULL LEGAL NAME	CITY OF KINGSTON  PECONSTRUCT AND RESTONE 4 SECTION
2. TITLE OF PROPOSED PROJECT	OF WEST PIERPONY STREET
3. PROJECT LOCATION (Facility Name): KNOGSTON	4. COUNTY: ULSTER
5. AMOUNT OF STATE GRANT REQUESTED:	#166,376.00
B. SMART	GROWTH ASSESSMENT
<ul> <li>Yes – if the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the provided in the project is compliant with the criterion, explored in the provided in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion, explored in the project is compliant with the criterion.</li> <li>If the rational explored in the project is compliant with the criterion in the project is compliant with the criterion.</li> <li>If the rational explored in the project is compliant with the criterion in the project is compliant with the criterion.</li> <li>If the rational explored in the project is compliant with the criterion in the project is compliant.</li> <li>If the rational explored in the project is compliant with the criterion in the project is compliant.</li> <li>If the rational explored in the project is compliant.</li> <li>If the rational explored in the p</li></ul>	xplain why;  for continuing with the project despite non-compliance is longer than the space mark which criterion is being answered in the additional sheets.
A. Does the proposed project maintain existing infrastr	
Explanation:	TING COBBLESTONE STREET WILL BE SCHABILITATED AND PRORSTEIN ACCESS RES
B. Is the proposed project located in a municipal center	er?
Explanation:	CATED IN DOWNTOWN HISTORIC RONDOUT  RESIDENTIAL AREA WITH BUSINESS CORP
C. Is the proposed project located in a developed area approved comprehensive land use plan, local waterfrom	a or an area designated for concentrated infill development in a municip ont revitalization plan and/or Brownfield opportunity area plan? ☐ N/A
Explanation:  WEST PIERPOWT STREET 13 LOCA	DISTRICT NYS HERITAGE AREA, LOCAL
NATIONALLY REGISTERED HISTORIC WATERFRONT REVITALIZATION PROG AS WELL AS IN CLOSE PROXIMITY	DISTRICT, NYS HERITAGE AREA, LOCAL RAM BOUNDARY AND COHOTAL ZONE BOUNDARY; TO A BOA.

I hereby certify, to the best of my knowledge, all of the above to be true.  Preparer of This Document:    Cory Engineer   Cory Engineer   Title   Cory Engineer   Cory Engine			
greenhouse gas emissions and do not compromise the needs of littling greenators, based public involvement in developing and implementing a community plan and ensuring the governance structure is adequate to sustain its implementation?  Explanation:  VILS PROTECT PROMOTES PEDESTRIAN ACCESS AND NEIGHBORHOOD  CONNECTIVITY WHILE RESTORING ANSTORIC INTEGRITY.  CERTIFICATION  I hereby certify, to the best of my knowledge, all of the above to be true.  Preparer of This Document:  Signature  Printed Name  CITY ENGINEER  Title  HAMA P. LAMA  Printed Name  Mayn Yukan Ton.	3240		
greenhouse gase emissions and do not compromise the needs of intuiting generations to be assed public involvement in developing and implementing a community plan and ensuring the governance structure is adequate to sustain its implementation?  Explanation:  THIS PROTECT PROMOTES PERESTLIAN ACCESS AND NEIGHBORGOOD  CONNECTIVITY WHILE RESTORING ANSTORIC INTEGRITY.  CERTIFICATION  I hereby certify, to the best of my knowledge, all of the above to be true.  Preparer of This Document:  Signature  Printed Name  Conversed Provided Provided Printed Name  Conversed Printed Name  Conversed Printed Name  Harry Printed Name  May Printed Name  May Printed Name  May Printed Name			
Explanation:  THIS PROTECT PROMOTES PERESTRIAN ACCESS AND NEIGHBORGEOID  CONNECTIVITY WHILE RESTORING AISTORIC WIRECRITY.  CERTIFICATION  I hereby certify, to the best of my knowledge, all of the above to be true.  Preparer of This Document:  Responsible Local Official:  Responsible Local Official:  Signature  Signature  Signature  Frinted Name  City Engineer  Signature  Signature  Printed Name  MANN PLANTON	greenhouse gas emissions and do not o based public involvement in developing	estainability by strengthening existing and cre compromise the needs of future generations, and implementing a community plan and en	eating new communities which reduce by among other means encouraging broad suring the governance structure is adequate
CERTIFICATION  I hereby certify, to the best of my knowledge, all of the above to be true.  Preparer of This Document:  Printed Name  CITY ENGINEER  Title  Signature  Signature		□No	□ N/A
CERTIFICATION  I hereby certify, to the best of my knowledge, all of the above to be true.  Preparer of This Document:  Printed Name  City Engineer  Title  Signature  Signature  Signature  And Printed Name  City Engineer  Signature  Signature  And Printed Name  City Fried Name  City Fried Name  City Fried Name  City Fried Name  And Printed Name  Mayor Hereby Ton	Explanation:  VAS PROVECT PROMOTE	ES PEBESTRIAN ACCESS AND	NSIGHBORHOOD
I hereby certify, to the best of my knowledge, all of the above to be true.  Preparer of This Document:    Column   Colu			
Preparer of This Document:    Color Engineer	CERTIFICATION		
Signature  Printed Name  CITY ENGINEER  Title  Mayn Agaille  Signature  Signature  Printed Name  Mayn 14 April 700.	I hereby certify, to the best of my knowledg	e, all of the above to be true.	
Printed Name  CITY ENGINEER  Title  Mayor Fra alls  Signature  Signature  Printed Name  Mayor Kingston	Preparer of This Document:	Rall Swemon	11/26/12 Date
Responsible Local Official:  Signature  Signature  SHANK P. GAUS  Printed Name  Mayor Kingston			
Signature  Signature  Date  Printed Name  Mayor Kingston		Title h ANGINEER	21/6/12
Printed Name  Mayor 16, Last Ton  Title	Responsible Local Official:	Signature	Date
Title Mayor Kings Ton		Printed Name	
	R H	Title Mayor JCILGY Ton	a) (a)

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# Multi-Modal (MM) Project Application Supplement

[For completion by all nominated MM Project Sponsors]

On November 4, 2008, the New York State Division of the Budget (DOB) issued Bulletin B-1184. This Bulletin establishes guidelines for the implementation of Agency Contracts, Non-Personal Service, and Capital Spending Controls. B-1184 requires project sponsors to provide a compelling justification of need for the project and must describe the consequences should the request not be approved. This Pre-Approval is in addition to NYSDOT's routine eligibility determination, and prior approval must be obtained before engaging in any aspect of the Local contract agreement process. All MM capital project work and related Local expenditures are made solely at the Sponsor's risk until a contract is fully executed and approved by the Office of the State Comptroller (OSC).

MM PIN (from PIS): PROV. I.D. # A2174A Contract # (if known):	
Check all categories below that apply to this project:	
Failure to reimburse this MM project will cause an <u>immediate, demonstrable threat to public health or safety</u> (see detailed justification below).	эе
Failure to reimburse this MM project directly violates a court order or Federal, State, or Local Law.	
Failure to reimburse this MM project will result in a substantial reduction in Federal Aid.	•
Project is critical to meeting the State's essential infrastructure needs, including the Local Agency's pub transportation mission which supports that need.	lic
2) Work Type (from PIS): HIGH WAY PECONTROCTION Term (in years):	=
MM Dollar Allocation: \$ 166,376.00 Actual State Reimbursement-to-Date: \$ 0	
Projected SFY 11-12 Total State Disbursements (thru 3-31-12):	
2 : 6-4 SEV 42 43 Total State Disbursements (4-1-12 thru 3-31-13): \$ /66,376.00	
3) Project Description: RECONDIRECTION OF APPROXIMATELY 200 LF OF COBLLEGIONE STREET AND ASSOCIATED DEWELS.	, Z;
4) Justification of Need: (Note: Provide details as to how it is essential to the State's infrastructure needs. Describe how the condition of essential infrastructure that, if allowed to deteriorate, would create a higher cost to the State RECONSTRUCTION OF WEST PIERPONT STREET WILL ALLOW FOR IMPROVE UEHICUMAR AND PEOPLETRIAN ACCESS AND EARERY. REMABILITATION OF SECURITIES AND EARERY. REMABILITATION OF SECURITIES AND EARERY. REMABILITATION OF SECURITIES AND EARERY.	LD WERS
Howo AND CONTAMINATION.  5) Identify consequences of Non-approval of this project's contract: (Note: Explain the potential for clear public safe	ety
or health issues arising if the project is not advanced.)	-
THE LEVEL OF SERVICE ON AN TIME PERIOD DURING WHICH MEHICULA IS NOT RELIEVED, EXTENDING THE TIME PERIOD DURING WHICH MEHICULA AND PROBETURAN ACCESS AND SAFETY ARE DIMINISHED.	1R
to the stand is due to an emergency flood or other natural disaster?	
6) Indicate here if need is due to all emergency, need as	
·	
7) Is project subject to a legally binding construction contract or one for which construction has already commenced , 20.	
gnature of Responsible Local Official: Aby A Refalls	
gnature of Responsible Local Official: Shaph Refalls ease print name & title: SHAPP COULD Mayor (845) 334  Name Name	<u>——</u>
Name Name 5,00 C	



# STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION REGION EIGHT 4 BURNETT BOULEVARD POUGHKEEPSIE, NEW YORK 12603 www.dot.ny.gov

WILLIAM J. GORTON, P.E. ACTING REGIONAL DIRECTOR

JOAN MCDONALD
COMMISSIONER

July 9, 2013

Mr. Ralph Swenson, City Engineer City of Kingston 420 Broadway Kingston, New York 12401

RE:

CITY OF KINGSTON

**MULTI-MODAL #2 PROJECT PIN #MA2144.30A - D018585** 

Dear Mr. Swenson:

Attached is one copy of the fully-executed Master Agreement for the above-referenced Multi-Modal #2 project, along with a UnivFIN 421 mm – Multi-Modal Sponsor's Project Payment Request form. Submission of your completed UnivFIN 421mm and supporting documentation (invoices, vouchers, cancelled checks, dated digital photos) to the Local Projects Unit will enable you to obtain reimbursement for expenditures. Please submit completed forms and documentation to:

Ms. Wendy Cobb Region 8 Local Projects Unit New York State Department of Transportation 4 Burnett Boulevard Poughkeepsie, NY 12603

If you have any questions concerning the Multi-Modal program, please call me at (845) 431-7910 or e-mail me at <a href="weendy.cobb@dot.ny.gov">weendy.cobb@dot.ny.gov</a>.

Sincerely,

Wandy Cobb
Wendy Cobb

Local Projects Unit

Enclosure

## Master Municipal Multi-Modal (MM) Capital Project(s) Agreement

For Use Only with Municipally-owned Highway, Bridge, or Aviation projects where a State Comptroller (OSC) approved contract is required

[Note: A separate contract is required for each individual Multi-Modal Program source]

NYS COMPTROLLER'S CONTRACT NO. DOISS	.82
--------------------------------------	-----

#### WITNESSETH:

WHEREAS, section 14-k of the Transportation Law establishes the Multi-Modal (MM) Programs 1, 2, 3, and 4 that may fund eligible project costs through the Thruway or Dormitory Authority (DASNY) bond funding (as applicable) for capital projects approved by the Commissioner of Transportation, and

WHEREAS, pursuant to Legislative appropriation or authorization for capital projects, that MM funding of the Project(s) herein is authorized and, the Sponsor certifies to NYSDOT that:

(1) the service life of each individual Project is ten (10) or more years, regardless of mode; and

(2) for highway and bridge mode projects, (a) MM program funding is not used for the mandated non-Federal matching share of a Federally funded project; (b) the amount of MM funds requested is and shall be no greater than prior unreimbursed municipal project expenditures for work completed or materials incorporated in a qualifying project(s); and (c) the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the MM program funding; and (3) for any airport or aviation facility type, the sponsor must certify that Federal funding is not available to the project, but that the project is consistent with an approved Airport Layout Plan.

#### NOW THEREFORE, the parties agree as follows:

1. Documents Forming this Agreement. The agreement consists of the following:

Agreement Form - this document titled "Master Municipal Multi-Modal Capital Project(s) Agreement is for Use Only with Municipally-owned Highway, Bridge, or Aviation projects where a State Comptroller-approved contract is required";

Multi-Modal Program Schedule "A" - Detailed individual Project Description(s) and Funding; and

Appendix "A" - New York State Required Contract Provisions.

Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act)

Appendix "2" - Iran Divestment Act

- 2. Work, Maintenance & Operation. Sponsor shall render all services and furnish all materials and equipment necessary to complete the Project or projects described in Schedule(s) A or Supplements to Schedule A and shall fund all costs attendant to such completion. The work of the Project or projects may consist generally of the categories of work described in Schedule A or one or more Supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the execution of such Schedules A or Supplements to Schedule A for the purposes of conforming to New York State requirements. Upon Project completion, Sponsor will operate and maintain the Project(s) at no expense to NYSDOT and Sponsor will not dispose of or encumber the Project(s) or cause the Project(s) to be withdrawn from public service during its useful service life without the prior approval of NYSDOT.
- 3. Multi-Modal (MM) Funding Reimbursement of Eligible Project Costs. Subject to compliance with this Agreement, NYSDOT agrees to authorize reimbursement of individual Project costs identified in the applicable Schedule A or Supplements to Schedule A attached hereto in an amount not to exceed the lesser of the indicated MM program funding amount or actual Eligible Project Costs, as defined below. MM program funding shall be used solely for the payment of Eligible Costs the Sponsor actually incurs in performing the Project. Only Eligible Project Costs, paid no more than 15 months prior to the date of execution of the Multi-Modal Program Reimbursement Request Form are reimbursable. To be eligible for MM aid, "Eligible Project Costs" must: (a) be eligible pursuant to § 3.1 below and such other MM program Policies and Criteria as are established by NYSDOT including but not limited to NYSDOT's MM Program Guidelines criteria; and, (b) be for work which, when completed, has a certifiable service life of at least 10 years.
  - 3.1. Eligible Costs. Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.
  - 3.2. Sponsor Debt Service. Multi Modal program funds shall not be used to pay a Sponsor for interest (debt Service) or issuance (indirect costs) payments on Multi Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion. Multi Modal funds can be used to reimburse a Sponsor for payments of the principal portion of a local bond or note which a Sponsor might issue to pay for the construction of a capital project.
- 4. Payment. Payments hereunder shall be as follows:
  - 4.1. Payment Upon Completion. Except where §4.2 applies, payment to Sponsor shall be made upon the application of Sponsor to NYSDOT upon Project completion, on the basis of work accomplished, local expenditures made, and the submission of duly completed payment requests and certifications in a form approved by NYSDOT, including such information as

# Universal Master Municipal MM Agreement Municipal Sponsor: City of Kingston

NYSDOT deems necessary to assure compliance with the program requirements and this Agreement.

- 4.2. Periodic Reimbursement. If the Sponsor and NYSDOT find it desirable to have reimbursement made periodically in accordance with a payment cycle established by NYSDOT and the Sponsor, NYSDOT may authorize payments based on billings prepared by the Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project or projects, with applicable adjustments to be made after audit by NYSDOT. These payments shall be made as moneys become available therefor.
- 4.3. Certifications. In addition to the certifications on Page 1 of this contract, the Sponsor shall also certify in each payment request that individual Project work was performed in accordance with the design and contractual requirements of Sponsor and Sponsor's design professional, and that such request does not duplicate reimbursement of costs and services received from other sources. Such certification by the project sponsor shall include the responsibility to furnish the Commissioner with any written information as may be necessary to maintain, if applicable, the federal tax exempt status of bonds, notes, or other obligations issued by the New York State Thruway Authority or the Dormitory of the State of New York for such purposes.
- 4.4 Electronic Contract Payments. Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the contracting Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by E-mail at epunit@osc.ny.gov, or by telephone at (518) 474-4032. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional NYSDOT Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
- 5. Ethics Considerations. In addition to Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the MM Funding made hereunder, no member of Sponsor's governing body, its officers or employees, nor any member of their families shall benefit financially either directly or indirectly from the MM Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefor from NYSDOT.
- 6. NYSDOT Performance Review. NYSDOT may review the Sponsor's performance of this agreement

in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project or projects and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project or projects, its use and operation.

7. State Recovery of Ineligible Reimbursements. NYSDOT shall be entitled to recover from the Sponsor any monies paid to the Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for funding hereunder.

#### 8. Contract Executory.

- 8.1. This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefor.
- 8.2. This agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted. Sponsor's continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

#### 9. Sponsor Liability.

- 9.1. Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection with this Agreement. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.
- 9.2. The Sponsor shall indemnify and save harmless NYSDOT & the State for all damages & costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards & resulting in obvious or patent errors in the progression of its work.
- 9.3 The Sponsor shall at all times during the Contract term remain responsible. The Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

- 9.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Sponsor. In the event of such suspension, the Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
- 9.5 Upon written notice to the Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Sponsor's expense where the Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach
- 10. No Assignment or Transfer of Contract. Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, of its power to execute such contract to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.
- 11. Independent Contractor. The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.
- 12. Disqualification and Damages. If the Sponsor fails to comply completely with any of the terms and conditions contained within this agreement, including, but not limited to paragraphs 2 and 10, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this agreement to NYSDOT, and also pay to NYSDOT a liquidated damage fee of 5% of the total funds received under this agreement.
- 13. Term of Agreement. As to the Project or projects described in Schedule(s) A, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect consistent with the date of Project work established and described in any duly executed and approved Schedule A or Supplements to Schedule A. Failing Project completion within the period set forth in Schedule A or Supplements to Schedule A, or agreement by NYSDOT to extend a Project completion date for good cause, this Agreement will expire and be of no further force or effect. This agreement shall only remain in effect so long as Multi-Modal funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State

appropriations or other funding authorizations therefor are eventually enacted.

- 14 Reporting Requirements. The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.
- 15 Appendix A, standard provisions for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.
- 16. Compliance with legal requirements. Sponsor must comply with all applicable federal, state and local, laws, rules and regulations, including but not limited to the following:
  - 16.1 New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts, including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises. Sponsor's failure, to comply with Article 15-A requirements in any of its contracts and sub-contracts funded in whole or in part by this agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement, to which contract goals are established.
  - 16.2 New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate application information related to the project to ensure compliance with the Act.
  - 16.3 New York Transportation Law, Section 427, Equal employment opportunity program, including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement
- 17. Compliance with procedural requirements. Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements.
- 18. Notice Requirements.
  - 18.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via certified or registered United States mail, return receipt requested; (2) By facsimile transmission; (3) By personal delivery; (4) By expedited delivery service; or (5) By e-mail.
  - For all Multi-Modal Local Agreement purposes, such notices shall be addressed by the Sponsor to the officially designated Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Primary Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing Address, Telephone number, Facsimile number, & E-mail address.
  - 18.3 Any such notice shall be deemed to have been given either at the time of personal delivery

### Universal Master Municipal MM Agreement Municipal Sponsor: City of Kingston

or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

### Universal Master Municipal MM Agreement Municipal Sponsor: City of Kingston

IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and Sponsor has caused this Agreement to be signed by its duly authorized officer, to be effective on the date first written above.

CALL DA KINGSTON	DO18585
BY: Negut Stord  BY: MAYOR  DATE: 5/20/20/3	New York State Department of Transportation:  BY:  for the Commissioner of Transportation  Agency Certification: In addition to the acceptance of this contract, I also certify the original copies of this signature page will be attached to all other exact copies of this contract.  DATE:  JUN 1 2013
Sponsor ACKNOWLEDGMENT	
STATE OF NEW YORK )	
COUNTY OF ULSTER )	
basis of satisfactory evidence to be the individual wasknowledged to me that he/she is	yhose name is subscribed to the within instrument, the of the instrument in his/her capacity pursuant to authority and that by his/her signature on behalf of which the individual acted, executed this
APPROVED ASTOFORM: NYS ATTORNEY GENERAL  BY: JUN 1 2 2013  LORRAINE L. REMO PRINCIPAL ATTORNEY  New York State Attorney General	APBYROVED:  APBYROVED  DEPT. OF AUDIT & CONTROL  JUN 2 1 2013  For the State Comptroller oursuant to Section 142, State Physical Plants

## Master Municipal MULTI-MODAL Program - SCHEDULE A

(This Schedule may not be used where other Multi-Modal, State or Federal funding sources co-exist)

1. Name of Municipal Project Owner: City of Kingston

2. Project Title: Reconstru	ct and restone a section of West Pierpont Stree	t
3. MM Project ID#: A2144	4A MM Program ID (MM#2, MN	1#3, or MM#4?): MM#2
4. Maximum MM Project Rei	mbursement (under this Agreement):\$166,3	76.00
5. MASTER Municipal MM O	SC Contract #: D018585	
6. Municipal Contact:		
Organization: City Address: 420	ph Swenson, City Engineer of Kingston Broadway Iston, New York 12401	
7. Project Location:	Route/Name: West Pierpont Street	
From: Broadway	To: Adams Street	
<ul><li>8. Project Description/Scope structure including base and</li><li>9. Project Schedule Beginning</li></ul>		r, street drainage and street ding Date: October 31, 2015
10. Project Cost Summary:		
10. Project Cost Summary:  SUMMARY COST TOTAL:	State Multi-Modal Funding under this Schedule A	Local Funding (Insert Zero if None)
SUMMARY COST TOTAL:		
SUMMARY COST TOTAL: \$186,376.00	\$166,376.00	(Insert Zero if None)
SUMMARY COST TOTAL: \$186,376.00 11. Eligible Project Type: (Pl	\$166,376.00 ease check one)	(Insert Zero if None) \$20,000.00
SUMMARY COST TOTAL: \$186,376.00 11. Eligible Project Type: (Plane) Highway Resurfacing	under this Schedule A \$166,376.00  ease check one) Bridge Rehabilitation New Highway Construct	(Insert Zero if None) \$20,000.00  tion New Bridge Construction
SUMMARY COST TOTAL:  \$186,376.00  11. Eligible Project Type: (Plane) Highway Resurfacing X Highway Reconstruction	under this Schedule A  \$166,376.00  ease check one) Bridge RehabilitationNew Highway ConstructBridge ReplacementInterchange Const.\Rec	(Insert Zero if None) \$20,000.00  tion New Bridge Construction
SUMMARY COST TOTAL:  \$186,376.00  11. Eligible Project Type: (Plane) Highway Resurfacing X. Highway Reconstruction Aviation (Is this project consistent with an	under this Schedule A  \$166,376.00  ease check one) Bridge RehabilitationNew Highway ConstructBridge ReplacementInterchange Const.\Rec	(Insert Zero if None) \$20,000.00  tion New Bridge Construction
SUMMARY COST TOTAL:  \$186,376.00  11. Eligible Project Type: (Plane)  Highway Resurfacing  X. Highway Reconstruction  Aviation (Is this project consistent with an other (Please explain):  12. Signature of responsible	under this Schedule A  \$166,376.00  ease check one)  Bridge Rehabilitation New Highway Construct Bridge Replacement Interchange Const.\Red approved Airport Layout Plan)? Yes No  Local Official:	(Insert Zero if None) \$20,000.00  tion New Bridge Construction
SUMMARY COST TOTAL:  \$186,376.00  11. Eligible Project Type: (Plane)  Highway Resurfacing  X. Highway Reconstruction  Aviation (Is this project consistent with an other (Please explain):  12. Signature of responsible  13. Please print your Name &	under this Schedule A  \$166,376.00  ease check one)  Bridge Rehabilitation New Highway Construct Bridge Replacement Interchange Const.\Red approved Airport Layout Plan)? Yes No  Local Official:	(Insert Zero if None) \$20,000.00  tion New Bridge Construction construction Intersection Improvement  Date: \( \sigma_{\infty} \lambda_{\infty} \lambd

# RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING AN ADDITIONAL SUM OF \$550,000.00 BE MADE AVAILABLE FOR THE REPAIRS AND REHABILITATION OF THE ANDY MURPHY RECREATION CENTER

Sponsored by: Finance and Audit Committee: Aldermen: Koop, Scott-Childress, Davis, Schabot, Brown

**WHEREAS**, the renovation work at the Andy Murphy Center was not completed in 2015 due to unanticipated conditions uncovered during the work; and

**WHEREAS**, the revised roof edge improvements and certain interior upgrades were re-designed and re-bid; and

WHEREAS, the additional work requires additional funding.

## NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

- **SECTION 1.** That the Common Council of the City of Kingston approves an increase to \$1,250,000.00 for the additional work to be performed.
- **SECTION 2.** That the Mayor is authorized to enter into contract with Ganem Construction for general construction work in the amount of \$622,000.00 and J & J Sass Electric for electrical work in the amount of \$30,000.00.
  - **SECTION 2.** That this resolution shall take effect immediately.

Submitted to the Mayor this day of, 2016	Approved by the Mayor this day of, 2016
Carly Winnie, City Clerk	Steven T. Noble, Mayor
Adopted by Council on	, 2016

Res 136 2016 Request Additional Sum Andy Murphy Center



THE CITY OF KINGSTON COMMON COUNCIL

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	TEE REPORT	/ 15 mily
REQUEST	DESCRIPTION	
· · · · · · · · · · · · · · · · · · ·	CY TRANSFER	TRANSFERBONDING REQUEST XOTHER
DEPARTMENT ENGINEERING  Description WARLE AS THE RENOR  CENTER WAS NOT COMPLETE  CONDITIONS UNCONFLED DURING  WARRED AS THE REUSED RE  INTERIOR UPGRADES DESIGNED  WHERE AS THE ADDITIONAL  THEREFORE BE IT RESOLUTED  OF TOO GOO IS INCLEASED  INTO CONTRACT WITH GANS  CONSTRUCTION WORK IN THE  TEST SASS BLACTUC FOR BLECK  Estimated Financial Impact 900,000	TO IN 2015 DUE  OF THE WORK  AND BID, AND  WORK PROVING  TO PROVIDE OF THE CONSTRUCTION  AMOUNT OF THE  THE CONSTRUCTION  AMOUNT OF THE  THE WORK IN THE	E TO UNANTICIPATE  AND  EMBRITS AND CORTA  S ADDITIONAL FOND  AL BONDING LOVE C  3D AND  HORIZED TO ENTRE  FOR GRNERAL
Seconded by DB  Action Required:	Committee Vo	
SEQRA Decision: Type I Action Type II Action Unlisted Action	Reynolds Scott-Childres Anthony Davis, Wa	0
Negative Declaration of Environmental Significance:	Agus L	24 /
Conditioned Negative Declaration:  Seek Lead Agency Status:	Steven Schabot, Wa	rd 8
Positive Declaration of Environmental Significance:	Deborah Brown, Wa	W

### CITY OF KINGSTON

### Office of the City Engineer

rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer



Steven T. Noble, Mayor

April 28, 2015

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

RE:

Andy Murphy Midtown Recreation Center

Re-Bid

#### Dear President Noble:

During the course of the work last Fall, significant additional damage in the vicinity of the built-in gutters slated for replacement was uncovered; such costs were not accounted for in the original contract documents. To proceed with the original design, i.e. built-in gutters, additional cost would be prohibitive; therefore, an alternative design which incorporates exterior gutters in lieu of the built-in gutters is proposed. Built-in gutters were originally proposed so as to be most sensitive to the historic nature of the building, however, since the building is not listed on the register of local or national historic landmarks, and the President of the Landmarks Commission has already indicated that the alternative exterior gutters would be an "acceptable progression", our revised scope of work includes exterior gutters as a cost saving measure. Therefore, during Winter, 2015/16, the revised scope of work was re-designed and recently re-bid, the Bid Tabulation is attached.

### Our Proposed Revised Budget is as follows:

	Origina	ıl .	R	evised
General Construction Roof/Gutter Repairs	\$262,312	.35	\$	0.00
Masonry Repairs				
Balcony Repairs				
Revised Roof Edge	\$ 0	.00	\$ 6	22,000.00
Demo/Removals				
Masonry Reconstruction				
Copper Fascia/External Gutter				
New Electric Panel			\$ :	38,000.00
External Gutter Heat Trace				
Roof Drainage	\$ 30,000	0.00	\$ !	50,000.00
Piping				

### **CITY OF KINGSTON**

### Office of the City Engineer

rswenson@kingston-ny.gov

Ralph	E.	Swenson,	P.E.,	City	Engineer
T F((-1)/11	~		,	~,	

Steven T. Noble, Mayor

Ralph E. Swenson, P.E., City Engineer			Steven 1. Nobie, Mayor
Ventilation Air Circulation Fans	\$ 10,000.00	\$ 25,000.00	
Hot Water Heat  Multiple Heating Zones	\$ 10,000.00	\$ 20,000.00	
Pump Station Inspect/Test/Repair Replace Wet Well	\$ 40,000.00	\$ 40,000.00	
Sub-Total	\$352,312.35	\$ 745,000.00	
Professional Services Design/Administration	\$ 44,552.00	\$ 37,900.00	
Sub-Total	\$396,864.35	\$ 782,900.00	
Remaining/Contingency	\$303,135.65	\$ 117,435.00	
Budget / Total	\$700,000.00	\$ 900,335.00	

The total revised budget as a result of recent bidding is \$871,796.50, including a 15% contingency. The previous funding level was \$700,000.00, and the remaining fund balance is \$303,135.65 (\$700,000.00 - \$396,864.35), therefore the new funding request is \$597,199.35 (\$900,335.00 - \$303,135.65).

Please forward to the Finance Committee for further discussion at their regularly scheduled December meeting.

Should you have any questions, do not hesitate to contact me.

Respectfully,

Ralph Swenson City Engineer

Cc: Steven Noble, Mayor

Kevin Gilfeather, Director, Recreation

John Tuey, Comptroller Douglas Koop, Chair, Finance

### J. Paul Vosburgh, Architect P.C.

April 28, 2016

Mr. Ralph Swenson, PE City Engineer, City of Kingston 420 Broadway Kingston, NY 12401

Re: Recommendation for Award Electrical Contract Andy Murphy Neighborhood Center – Remaining Work City of Kingston, New York JPV PNO. 288.16.02 Architecture Design Management Planning

208 Middle Road Rhinebeck, NY 12572

Tel: (845) 758-0708 Fax: (845) 758-9598

721 Madison Avenue

Albany, NY 12208

Tel: (518) 427-1470 Fax: (518) 427-1554

Dear Mr. Swenson:

I am writing regarding the bids received for the City of Kingston Andy Murphy Neighborhood Center for the Roof Edge Reconstruction and MEP Upgrades, CK2016-01, on Wednesday April 27, 2016

There were a total of nine planholders, however, there were only three bids received, one for general construction and two for electrical. The two bids for electrical construction are as follows:

J&J Sass Electric: Ray S. Pantel Inc: \$ 38,000.00 \$168,300.00

### Comparison of Bids versus A/E Estimate

On January 7, 2016 my firm submitted a revised project budget which estimated the electrical costs to be \$50,000.00, which included a \$5,000.00 contingency allowance.

The low bid received was twenty four percent below our estimate at \$38,000.00. I have reviewed the bid from J&J Sass with the President, Jim Sass, and have verified that there were no mistakes contained within J&J's bid.

#### **Bidder Qualifications**

The firm of J. Paul Vosburgh has worked with J&J Sass Electric on numerous projects. J&J Sass is experienced in all types of electrical work.

City of Kingston April 28, 2016 Page 2

### **Recommendation for Award**

Based upon the bids received, my firm recommends that the City of Kingston award the electrical contract to J&J Sass Electric in the amount of \$38,000.00

Please do not hesitate to call with any questions.

Sincerely,

J. Paul Vosburgh, Architect P.C.

Taux bestruf

J. Paul Vosburgh, AIA, NCARB, LEED-AP

President

Cc: Kevin Gilfeather Alan Adin

### J. Paul Vosburgh, Architect P.C.

April 28, 2016

Mr. Ralph Swenson, PE City Engineer, City of Kingston 420 Broadway Kingston, NY 12401

Re: Recommendation for Award General Construction Contract Andy Murphy Neighborhood Center – Remaining Work City of Kingston, New York JPV PNO. 288.16.02 Architecture Design Management Planning

208 Middle Road Rhinebeck, NY 12572

Tel: (845) 758-0708 Fax: (845) 758-9598

721 Madison Avenue

Albany, NY 12208

Tel: (518) 427-1470 Fax: (518) 427-1554

Dear Mr. Swenson:

I am writing regarding the bids received for the City of Kingston Andy Murphy Neighborhood Center for the Roof Edge Reconstruction and MEP Upgrades, CK2016-01, on Wednesday April 27, 2016

There were a total of nine planholders, however, there were only three bids received, one for general construction and two for electrical. The single bid for general construction, is as follows:

**Ganem Contracting Corp:** 

\$622,000.00

#### Comparison of Bids versus A/E Estimate

On January 7, 2016 my firm submitted a revised project budget which estimated the general construction costs to be \$782,312.35, which included a \$30,000.00 contingency allowance.

The only bid received was fifteen percent below our estimate at \$622,000.00. I have reviewed the bid from Ganem Contracting Corp with the President, Peter Ganem, and have verified that there were no mistakes contained within Ganem's bid.

### **Bidder Qualifications**

The firm of J. Paul Vosburgh has worked with Ganem Contracting Corp on numerous projects. Ganem is experienced in concrete, masonry and sealant replacement and restoration.

Ganem has subcontracted the roof/gutter replacement work for this project to Skyway Roofing Inc, which my firm has also previously worked with on several projects. Todd Kramm, from Skyway has successfully completed roofing and gutter replacements on historic structures.

City of Kingston April 28, 2016 Page 2

### **Recommendation for Award**

Based upon the bids received, my firm recommends that the City of Kingston award the general construction contract to Ganem Contracting Corp, Inc in the amount of \$622,000.00

Please do not hesitate to call with any questions.

Sincerely,

J. Paul Vosburgh, Architect P.C.

J. Paul Vosburgh, AIA, NCARB, LEED-AP President

Tank Jantan L

Cc: Kevin Gilfeather

Alan Adin

### J. Paul Vosburgh, Architect P.C.

City of Kingston
Andy Murphy Neighborhood Center
Roof Edge Reconstruction and MEP Upgrades
467 Broadway Kingston NY
JPV PROJECT NO. 288.16.02
April 27, 2016

Amri	127	20	16

CONTRACTOR	BID BOND	ADDENDUM 1	CONTRACT BASE BID
GENERAL CONSTRUCTION			
Ganem Contracting Corp	х	х	\$622,000.00
ELECTRICAL CONTRACT			
J&J Sass Electric Inc	х	х	\$38,000.00
Ray S. Pantel Inc.	x	хх	\$168,300.00
HVAC CONTRACT			
No Bids Received			
PLUMBING CONTRACT			
No Bids Received			

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE SUM OF \$700,000.00 BE MADE AVAILABLE FOR THE REPAIRS AND REHABILITATION OF THE ANDY MURPHY RECREATION CENTER

Sponsored by: Finance and Audit Committee: Aldermen: Mills, Dunn, Dawson, Ball, Brown

WHEREAS, a request has been made for the additional sum of \$700,000.00 after reviewing the bid recommendation of J. Paul Vosburgh, Architect for the repairs and rehabilitation at the Andy Murphy Recreation Center and in consideration of the additional cost of items for the overall project through change orders to the work or future contract agreements for work items previously identified by the Preliminary Building Evaluation conducted by C.T. Male; and

WHEREAS, that the sum of \$700,000.00 would be made available for the purposes of contracting with PCC Contracting for said repairs and rehabilitation, additional contract administrative costs identified by J. Paul Vosburgh, Architect, piping for roof drainage to street drainage structures, gymnasium ventilation, heating zone separation and sewerage pump station rehabilitation.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

**SECTION 1.** That the Common Council of the City of Kingston approves the request for the additional sum of \$700,000.00 for repairs and rehabilitation at the Andy Murphy Recreation Center.

**SECTION 2.** That this resolution shall take effect immediately.

Submitted to the Mayor this 2nd day of Approved by the Mayor this 3nd day of September, 2015

arly Williams, City Clerk Sha

Shayne R. Gallo, Mayor

Adopted by Council on September , 2015

#### Resolution 179 of 2015

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING ADOPTING A BOND ORDINANCE IN THE SUM OF \$700,000.00 TO COMPLETE BUILDING REPAIRS AND IMPROVEMENTS AT THE ANDY MURPHY MIDTOWN RECREATION CENTER

Sponsored By: Finance and Audit Committee:
Aldermen: Mills, Dunn, Dawson, Ball, Brown

WHEREAS, bids were received for repairs and improvements to the Andy Murphy MidTown Recreation Center; and

WHEREAS, in addition to the costs included in the accepted bid, there are other aspects of the work that need to be addressed; and

WHEREAS, additional construction items have been identified, and associated costs estimated, as part of the Preliminary Building Evaluation completed last year.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

**SECTION-1.** That the Common Council authorizes an amount of \$700,000.00 to be provided through General Municipal bonding, which sum includes a 10% contingency.

SECTION-2. This resolution shall take effect immediately.

Submitted to the Mayor this 12 day of Approved by the Mayor this 3rd day of September 2015

Carly Williams, City Clerk

Approved by the Mayor this 3rd day of September 2015

Shayne R. Gallo, Mayor

Adopted by Council on Legy. 1, 2015

Res 179 2015 Authorize Bond Andy Murphy Center

#### Resolution 137 of 2016

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING ADOPTING A BOND ORDINANCE IN THE SUM OF \$550,000.00 TO COMPLETE BUILDING REPAIRS AND IMPROVEMENTS AT THE ANDY MURPHY MIDTOWN RECREATION CENTER

Sponsored By: Finance and Audit Committee: Aldermen: Koop, Scott-Childress, Davis, Schabot, Brown

**WHEREAS**, due to unanticipated conditions uncovered during the work at the Andy Murphy Center additional funding is needed; and

WHEREAS, additional bonding is requested for the roof improvements, rehabilitation to the heating zone separation, gymnasium ventilation, piping for roof drainage to street drainage and sewerage pump rehabilitation.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

**SECTION-1.** That the Common Council authorizes an amount of \$550,000.00 to be provided through General Municipal bonding, which sum includes a 15% contingency.

**SECTION-2.** This resolution shall take effect immediately.

Submitted to the Mayor this day	of	Approved by the Mayor this day	of
, 2016		, 2016	
Carly Winnie, City Clerk		Steven T. Noble, Mayor	===
Adopted by Council on	, 2016		

Res 137 2016 Authorize Bond Andy Murphy Center



### THE CITY OF KINGSTON COMMON COUNCIL

## FINANCE AND AUDIT COMMITTEE REPORT

RE	QUEST DESCRIPTION
AUTHORIZATION BUDG	INGENCY TRANSFER TRANSFER BONDING REQUEST OTHER
not improvements & rehabili	DATE SIIBLE  And trongle bench, authorization, in the  And Muchy M. Hown Recreation Conte  Grandy to street drawage, and Sewinge
Motion by AD Seconded by DB Action Required:	Committee Vote  Pouglas Koop, Chairman
SEQRA Decision: Type I Action Type II Action Unlisted Action  Negative Declaration of Environmental Significance: Conditioned Negative Declaration:	Anthony Davis, Ward 6 Sieven Schabot, Ward 8
Seek Lead Agency Status: Positive Declaration of Environmental Significance:	Deborah Brown, Ward 9

### CITY OF KINGSTON

### Office of the City Engineer

rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer



Steven T. Noble, Mayor

April 28, 2015

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

RE:

Andy Murphy Midtown Recreation Center

Re-Bid

#### Dear President Noble:

During the course of the work last Fall, significant additional damage in the vicinity of the built-in gutters slated for replacement was uncovered; such costs were not accounted for in the original contract documents. To proceed with the original design, i.e. built-in gutters, additional cost would be prohibitive; therefore, an alternative design which incorporates exterior gutters in lieu of the built-in gutters is proposed. Built-in gutters were originally proposed so as to be most sensitive to the historic nature of the building, however, since the building is not listed on the register of local or national historic landmarks, and the President of the Landmarks Commission has already indicated that the alternative exterior gutters would be an "acceptable progression", our revised scope of work includes exterior gutters as a cost saving measure. Therefore, during Winter, 2015/16, the revised scope of work was re-designed and recently re-bid, the Bid Tabulation is attached.

#### Our Proposed Revised Budget is as follows:

	Original	Revised
General Construction	\$262,312.35	\$ 0.00
Roof/Gutter Repairs		
Masonry Repairs		
Balcony Repairs		
Revised Roof Edge	\$ 0.00	\$ 622,000.00
Demo/Removals		
Masonry Reconstruction		
Copper Fascia/External Gutter		
New Electric Panel		\$ 38,000.00
External Gutter Heat Trace		
Roof Drainage	\$ 30,000.00	\$ 50,000.00
Piping		

### CITY OF KINGSTON

### Office of the City Engineer

rswenson@kingston-ny.gov

Ralph E.	Swenson,	P.E.,	City Engineer
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Walla Mayor

Ralph E. Swenson, P.E., City Engineer			Steven T. Noble, Mayor
Ventilation	\$ 10,000.00	\$ 25,000.00	
Air Circulation Fans			
Hot Water Heat	\$ 10,000.00	\$ 20,000.00	
Multiple Heating Zones		V	
Pump Station	\$ 40,000.00	\$ 40,000.00	
Inspect/Test/Repair			
Replace Wet Well			
Sub-Total	\$352,312.35	\$ 745,000.00	
Professional Services Design/Administration	\$ 44,552.00	\$ 37,900.00	
Sub-Total	\$396,864.35	\$ 782,900.00	
Remaining/Contingency	\$303,135.65	\$ 117,435.00	
Budget / Total	\$700,000.00	\$ 900,335.00	

The total revised budget as a result of recent bidding is \$871,796.50, including a 15% contingency. The previous funding level was \$700,000.00, and the remaining fund balance is \$303,135.65 (\$700,000.00 - \$396,864.35), therefore <u>the new</u> funding request is \$597,199.35 (\$900,335.00 - \$303,135.65).

Please forward to the Finance Committee for further discussion at their regularly scheduled December meeting.

Should you have any questions, do not hesitate to contact me.

Respectfully,

Ralph Swenson City Engineer

Cc: Steven Noble, Mayor Kevin Gilfeather, Director, Recreation John Tuey, Comptroller

Douglas Koop, Chair, Finance

### J. Paul Vosburgh, Architect P.C.

April 28, 2016

Mr. Ralph Swenson, PE City Engineer, City of Kingston 420 Broadway Kingston, NY 12401

Re: Recommendation for Award Electrical Contract City of Kingston, New York JPV PNO. 288.16.02

Dear Mr. Swenson:

Andy Murphy Neighborhood Center – Remaining Work

Fax: (845) 758-9598 721 Madison Avenue Albany, NY 12208 Tel: (518) 427-1470

Fax: (518) 427-1554

Tel: (845) 758-0708

Architecture Design Management

Planning -

12572

208 Middle Road

Rhinebeck, NY

I am writing regarding the bids received for the City of Kingston Andy Murphy Neighborhood Center for the Roof Edge Reconstruction and MEP Upgrades, CK2016-01, on Wednesday April 27, 2016

There were a total of nine planholders, however, there were only three bids received, one for general construction and two for electrical. The two bids for electrical construction are as follows;

J&J Sass Electric: Ray S. Pantel Inc:

\$ 38,000.00 \$168,300.00

#### Comparison of Bids versus A/E Estimate

On January 7, 2016 my firm submitted a revised project budget which estimated the electrical costs to be \$50,000.00, which included a \$5,000.00 contingency allowance.

The low bid received was twenty four percent below our estimate at \$38,000.00. I have reviewed the bid from J&J Sass with the President, Jim Sass, and have verified that there were no mistakes contained within J&J's bid.

#### **Bidder Qualifications**

The firm of J. Paul Vosburgh has worked with J&J Sass Electric on numerous projects. J&J Sass is experienced in all types of electrical work.

City of Kingston April 28, 2016 Page 2

### **Recommendation for Award**

Based upon the bids received, my firm recommends that the City of Kingston award the electrical contract to J&J Sass Electric in the amount of \$38,000.00

Please do not hesitate to call with any questions.

Sincerely,

J. Paul Vosburgh, Architect P.C.

J. Paul Vosburgh, AIA, NCARB, LEED-AP President

Tank lesten L

Cc: Kevin Gilfeather Alan Adin

#### J. Paul Vosburgh, Architect P.C.

April 28, 2016

Mr. Ralph Swenson, PE City Engineer, City of Kingston 420 Broadway Kingston, NY 12401

Re: Recommendation for Award General Construction Contract Andy Murphy Neighborhood Center – Remaining Work City of Kingston, New York JPV PNO. 288.16.02 Architecture Design Management Planning—

208 Middle Road Rhinebeck, NY 12572

Tel: (845) 758-0708 Fax: (845) 758-9598

721 Madison Avenue Albany, NY 12208

Tel: (518) 427-1470 Fax: (518) 427-1554

Dear Mr. Swenson:

I am writing regarding the bids received for the City of Kingston Andy Murphy Neighborhood Center for the Roof Edge Reconstruction and MEP Upgrades, CK2016-01, on Wednesday April 27, 2016

There were a total of nine planholders, however, there were only three bids received, one for general construction and two for electrical. The single bid for general construction, is as follows;

**Ganem Contracting Corp:** 

\$622,000.00

#### Comparison of Bids versus A/E Estimate

On January 7, 2016 my firm submitted a revised project budget which estimated the general construction costs to be \$782,312.35, which included a \$30,000.00 contingency allowance.

The only bid received was fifteen percent below our estimate at \$622,000.00. I have reviewed the bid from Ganem Contracting Corp with the President, Peter Ganem, and have verified that there were no mistakes contained within Ganem's bid.

### **Bidder Qualifications**

The firm of J. Paul Vosburgh has worked with Ganem Contracting Corp on numerous projects. Ganem is experienced in concrete, masonry and sealant replacement and restoration.

Ganem has subcontracted the roof/gutter replacement work for this project to Skyway Roofing Inc, which my firm has also previously worked with on several projects. Todd Kramm, from Skyway has successfully completed roofing and gutter replacements on historic structures.

City of Kingston April 28, 2016 Page 2

### Recommendation for Award

Based upon the bids received, my firm recommends that the City of Kingston award the general construction contract to Ganem Contracting Corp, Inc in the amount of \$622,000.00

Please do not hesitate to call with any questions.

Sincerely,

J. Paul Vosburgh, Architect P.C.

J. Paul Vosburgh, AIA, NCARB, LEED-AP

Tank bestruft

President

Cc: Kevin Gilfeather Alan Adin

### J. Paul Vosburgh, Architect P.C.

City of Kingston
Andy Murphy Neighborhood Center
Roof Edge Reconstruction and MEP Upgrades
467 Broadway Kingston NY
JPV PROJECT NO. 288.16.02
April 27, 2016

CONTRACTOR	BID BOND	ADDENDUM 1	CONTRACT BASE BID
GENERAL CONSTRUCTION			
Ganem Contracting Corp	х	х	\$622,000.00
ELECTRICAL CONTRACT			
J&J Sass Electric Inc	x	х	\$38,000.00
Ray S. Pantel Inc.	x	х	\$168,300.00
HVAC CONTRACT			
No Bids Received			
PLUMBING CONTRACT			
No Bids Received			

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE SUM OF \$700,000.00 BE MADE AVAILABLE FOR THE REPAIRS AND REHABILITATION OF THE ANDY MURPHY RECREATION CENTER

Sponsored by: Finance and Audit Committee: Aldermen: Mills, Dunn, Dawson, Ball, Brown

WHEREAS, a request has been made for the additional sum of \$700,000.00 after reviewing the bid recommendation of J. Paul Vosburgh, Architect for the repairs and rehabilitation at the Andy Murphy Recreation Center and in consideration of the additional cost of items for the overall project through change orders to the work or future contract agreements for work items previously identified by the Preliminary Building Evaluation conducted by C.T. Male; and

WHEREAS, that the sum of \$700,000.00 would be made available for the purposes of contracting with PCC Contracting for said repairs and rehabilitation, additional contract administrative costs identified by J. Paul Vosburgh, Architect, piping for roof drainage to street drainage structures, gymnasium ventilation, heating zone separation and sewerage pump station rehabilitation.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. That the Common Council of the City of Kingston approves the request for the additional sum of \$700,000.00 for repairs and rehabilitation at the Andy Murphy Recreation Center.

**SECTION 2.** That this resolution shall take effect immediately.

Submitted to the Mayor this Znd day of September, 2015

Approved by the Mayor this 3rd day of

Sotener, 2015

Carly Williams, City Clerk

Shayne R. Gallo, Mayor

Adopted by Council on September . 2015

#### Resolution 179 of 2015

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING ADOPTING A BOND ORDINANCE IN THE SUM OF \$700,000.00 TO COMPLETE BUILDING REPAIRS AND IMPROVEMENTS AT THE ANDY MURPHY MIDTOWN RECREATION CENTER.

Sponsored By: Finance and Audit Committee:

Aldermen: Mills, Dunn, Dawson, Ball, Brown

WHEREAS, bids were received for repairs and improvements to the Andy Murphy MidTown Recreation Center; and

WHEREAS, in addition to the costs included in the accepted bid, there are other aspects of the work that need to be addressed; and

WHEREAS, additional construction items have been identified, and associated costs estimated, as part of the Preliminary Building Evaluation completed last year.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

**SECTION-1.** That the Common Council authorizes an amount of \$700,000.00 to be provided through General Municipal bonding, which sum includes a 10% contingency.

**SECTION-2.** This resolution shall take effect immediately.

Submitted to the Mayor this **Lod**ay of **Suplember**, 2015

Approved by the Mayor this 3rd day of \_\_\_\_\_\_\_ 2015

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Shayne R. Gallo, Mayor

Carly Williams, City Clerk

Adopted by Council on Legt. 1, 2015

Res 179 2015 Authorize Bond Andy Murphy Center

#### Resolution 139 of 2016

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE SETTLEMENT OF THE CLAIM OF CENTRAL HUDSON AGAINST THE CITY OF KINGSTON

Sponsored By: Finance and Audit Committee: Aldermen: Koop, Scott-Childress, Davis, Schabot, Brown

WHEREAS, Central Hudson has submitted a claim (Claim 2015-13) against the City for property damage sustained by it to its utility pole as a result of a snow plow striking the utility pole on January 18, 2015; and

**WHEREAS**, property damage to said utility pole was sustained in the total amount of \$7,504.07.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

**SECTION 1.** That the Common Council of the City of Kingston authorizes the settlement of said claim in the amount of \$7,504.07, to be taken from Judgments and Claims, Account Number A1-1930-14-5401.

**SECTION 2.** This resolution shall take effect immediately.

Submitted to the Mayor this day of	Approved by the Mayor this day of
, 2016	, 2016
Carly Winnie, City Clerk	Steven T. Noble, Mayor
Adopted by Council on, 20	016

Res 139 2016 Central Hudson Claim



### THE CITY OF KINGSTON COMMON COUNCIL

## FINANCE AND AUDIT COMMITTEE REPORT

	REQUEST DESCRIPTION	
INTERNAL TRANSFER AUTHORIZATION CLAIMS	CONTINGENCY TRANSFER BUDGET MODIFICATION ZONING	TRANSFERBONDING REQUEST OTHER
DEPARTMENT City Clerent Description Pay Claim  Husson Est (  Claim# 15		DATE 5/18/16  to Caspar  lity pole or 3/27/15
Estimated Financial Impact	Signature	
Motion by A Seconded by DB  Action Required:	DA Douglas I	Anittee Vote  VES NO  Koop/Chairman  Att-Childress Ward 3
SEQRA Decision: Type I Action Type II Action Unlisted Action  Negative Declaration of Environmental Signification	Anthony	Davis, Ward 6
Conditioned Negative Declaration:  Seek Lead Agency Status:  Positive Declaration of Environmental Signification	Delmus	Chabot, Ward 8  Brown, Ward 9

### Sills, Dee

From:

Winnie, Carly

Sent:

Monday, May 02, 2016 5:06 PM

To: Subject: Sills, Dee Fwd: Claim

Sent from my iPhone

Begin forwarded message:

From: Jnoble <<u>jnoble39@aol.com</u>>
Date: May 2, 2016 at 2:53:41 PM EDT

To: Carly Winnie < cwinnie@kingston-ny.gov>

Subject: Claim

Carly , Please add to the F E D Committee . Central Hudson wants to revisit their claim for property damage.

Sent from my iPhone

#### Resolution 140 of 2016

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE SUM OF \$1,500.00 TO PERFORM THE SURVEY OF JERVIS STREET FOR STREET IMPROVEMENT DESIGN

Sponsored By: Finance and Audit Committee: Aldermen: Koop, Scott-Childress, Davis, Schabot, Brown

WHEREAS, the City of Kingston has encroached upon the property at 8 Ohio Street; and

WHEREAS, the City of Kingston desires to accommodate the property owner by relocating Ohio Street and make improvements to the undeveloped portion of Jervis Street between Andrew and Ohio Street to provide for improved traffic circulation which would otherwise negatively impact DPW services and fire protection.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

**SECTION 1.** That the sum of \$1,500.00 is provided from contingency to perform the survey of Jervis Street for street improvement design.

**SECTION 2.** This resolution shall take effect immediately.

Submitted to the Mayor this day of		Approved by the Mayor this day of	of
		, 2016	
			_
Carly Winnie, City Clerk		Steven T. Noble, Mayor	
Adopted by Council on	2016		

Res 140 2016 Ohio Street Encroachment



### THE CITY OF KINGSTON COMMON COUNCIL

## FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION				
AUTHORIZATION	CONTINGENCY TRANSFER X BUDGET MODIFICATION ZONING	TRANSFERBONDING REQUESTOTHER		
PROPERTY AT #8 BA WABREL AS THE CITY THE PROPERTY OWNED MAKE IMPROVEME DE JERUS STREE TO PROVIDE FOR WOULD OTHERWISE AND FIRE PLOTES THEREFORE DE IT R CONTINGENCY TO FE Estimated Financial Impact 5/300	AND STEEDY, AND  OF KINGSTON HAS BE HO STEEDY, AND OF KINGSTON DESIRE  RE BY RELOCATING  NOTS TO THE UNDO  ST BRINGE ANDREM  IMPROVED THAT INDE  SOLVED THAT I SO  REDOM THE BOOKEN	S TO ACCOMMODATE  DHIO STREET &  SUBLOPED POLITION  AND DHIO STREET  CIRCULATION WHICH  OF DIN SERVICES		
Motion by D.B. Seconded by R.S.~C.  Action Required:	Committe Douglas Roof	CON V		
SEQRA Decision: Type I Action Type II Action Type II Action Unlisted Action  Negative Declaration of Environmental Signification Conditioned Negative Declaration:  Seek Lead Agency Status:	Steven Schab	is, Ward 6 ot, Ward 8		
Positive Declaration of Environmental Significar	Deborah Brov	vn, ward 9		

### **CITY OF KINGSTON**

### Office of the City Engineer

rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer



Steven T. Noble, Mayor

April 25, 2016

Mr. James L. Noble, Jr. Alderman-At-Large President of the Common Council Kingston City Hall 420 Broadway Kingston, New York 12401

RE: Ohio Street at Jervis

Dear President Noble:

Since the home at 8 Ohio Street was constructed, it has been brought to our attention that street resurfacing has encroached upon private property. The property owner is interested in selling the house, and would like to re-coop a portion of his front yard currently serving as part of a City Street.



The orange pavement markings indicate the 8 Ohio Street property corner.

In conjunction with the proposed pavement realignment at the 8 Ohio Street location, improvements to the paper street portion of Jervis Street between its dead end off Andrew Street and the dead end of Ohio Street are also contemplated.

### **CITY OF KINGSTON**

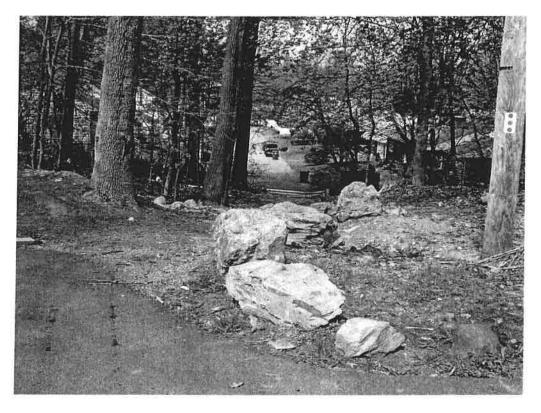
### Office of the City Engineer

rswenson@kingston-ny.gov

Ralph E. Swenson, P.E., City Engineer

Steven T. Noble, Mayor

These improvements would provide for improved fire protection and street operations such as snow plowing and garbage pick-up. Our plan is to acquire survey and limited topography of the existing street right-of-way, identify and remove encroachments, relocate overhead utilities and remove trees as required, improve stormwater drainage collection and conveyance, and extend Jervis Street to Ohio Street.



At this time I request \$1,500.00 to perform the needed survey and topographic mapping needed to initiate the above described street construction work.

Please refer these items to the Finance Committee for further discussion.

Should you have any questions concerning this request, do not hesitate to contact me.

Respectfully,

Ralph Swenson City Engineer

Cc: Steven T. Noble, Mayor

Douglas Koop, Chair, Finance Committee

J. Tuey, Comptroller

Resolution 141 of 2016

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO ENTER INTO A SALES TAX AGREEMENT WITH THE COUNTY OF ULSTER

Sponsored By: Finance and Audit Committee: Alderman Koop, Scott-Childress, Davis, Schabot, Brown

**WHEREAS**, the City of Kingston and the County of Ulster currently have a sales tax agreement which expired on February 29, 2016; and

WHEREAS, it is necessary to confirm the proportionate share of sales tax revenue to which the City of Kingston is entitled by enacting another sales tax agreement; and

WHEREAS, said sales tax agreement between the City of Kingston and the County of Ulster shall take effect on March 1, 2016 and continue in effect for a period of five (5) years expiring February 28, 2021; and

WHEREAS, it is in the best interest of the City of Kingston to enter into this sales tax agreement.

## NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

**SECTION-1.** That the Mayor is hereby authorized to enter into a five (5) year sales tax agreement, as filed with the City Clerk, or as modified, if directed by the State Comptroller, with the approval of Corporation Counsel for the City of Kingston, effective March 1, 2016 and expiring February 28, 2021, with the County of Ulster.

**SECTION-2.** That the terms of said agreement are set forth in the attached Sales Tax Agreement.

**SECTION-3.** That said sales tax agreement shall be subject to the approval of the Comptroller of the State of New York.

SECTION-4. This resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Carly Winnie, City Clerk

Adopted by Council on \_\_\_\_\_, 2016.

Res 141 of 2016 Sales Tax

### THE CITY OF KINGSTON COMMON COUNCIL



## FINANCE AND AUDIT COMMITTEE REPORT

REQUEST	DESCRIPTION			
		REQUEST '		
DEPARTMENT Majo!  Description Authorize to execute County-(ity Sente Tax  Agreement per Wayas Letter of May 2, 20/6  and ottobal Agreement				
Estimated Financial Impact  Motion by AD	Signature			
Seconded by DK	Committee Vote	YES NO		
Action Required:	Douglas Koop, Phairman			
SEQRA Decision: Type I Action Type II Action	Reynolds Scott-Childress Ward 3			
Unlisted Action  Negative Declaration of Environmental Significance:	Anthony Davis, Ward,6			
Conditioned Negative Declaration:  Seek Lead Agency Status:	Steven Schabot, Ward 8	. X		
Positive Declaration of Environmental Significance:	Deborah Brown, Ward 9			
•				

## CITY OF KINGSTON

# Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble Mayor



May 2, 2016

Honorable James Noble, President City of Kingston Common Council 420 Broadway Kingston, N.Y. 12402

Dear President Noble,

As you are aware, on February 25<sup>th</sup>, the Common Council passed a memorializing resolution supporting the continuation of the current Ulster County sales tax level, maintaining the City of Kingston 11.5% and towns at 3%, and that a new contract at that rate be authorized for five years. The sales tax distribution agreement between the City of Kingston and Ulster County has since expired, effective February 29, 2016. My office has worked diligently with the County to negotiate a new agreement.

Enclosed please find the proposed agreement my office has prepared in collaboration with the office of County Executive Mike Hein. As you will see, the agreement herein proposed is different than the agreements we have had in the past, including a new proposal for shared services, a change in the source of our sales tax distribution, and an anticipated "growth freeze" starting in 2018. The pertinent details of this agreement are outlined in a joint statement from the County Executive and my offices, which I have also enclosed.

Please refer this proposed agreement and all supporting documents to the appropriate committee for review.

Thank you for your consideration of this matter.

Respectfully Submitted,

Steven Noble

Mayor

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_\_, 2016, between the COUNTY OF ULSTER, a municipal corporation, having its principal place of business at 244 Fair Street, Kingston, New York 12401, hereinafter referred to as the "County," and the CITY OF KINGSTON, a municipal corporation having its main office and principal place of business at 420 Broadway, Kingston, New York 12401, hereinafter referred to as the "City" (each, a "Party," together, the "Parties").

#### WITNESSETH:

WHEREAS, the County has imposed a Sales and Compensating Use Tax pursuant to the laws of the State of New York; and

WHEREAS, Articles 28 and 29 of the Tax Law of the State of New York authorize municipalities to impose certain taxes on retail sales and other similar transactions and compensating use taxes as herein specified, to be administered by the State Tax Commission, and provide certain priorities and pre-emptive rights for each of the parties; and

WHEREAS, pursuant to Sections 1210(i)(7) and 1224(o) of Article 29 of Tax Law of the State of New York, the County receives an additional one percent (1%) on taxable sales; and

WHEREAS, there most recently existed an Agreement, dated October 29, 2010, between the County and the City which expired by its terms on February 29, 2016; and

WHEREAS, the representatives of the County and the City have entered into extensive discussions and negotiations regarding this Agreement; and

WHEREAS, the parties hereto acknowledge that for due and sufficient consideration acknowledged by them they wish to enter into and execute this Agreement and be bound by the terms, hereof; and

WHEREAS, by resolutions duly adopted by the governing bodies of the County and the City, these municipalities have agreed upon a plan of distribution of a portion of the Sales and Compensating Use Tax imposed by the County providing a portion to the Towns and Villages of Ulster County; and

WHEREAS, for purposes of this Agreement, the term "Towns" shall mean the Towns situated with the County of Ulster as a unit.

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained, the Parties hereto mutually covenant and agree as follows:

1. The County shall, effective March 1, 2016, impose all taxes described in Article 28 of the Tax Law of the State of New York, pursuant to the provisions of Section 1210 of said law, at a rate of four percent (4%) or any other rate(s) as may be authorized by the New York State Legislature during the term of this Agreement.

- 2. This Agreement shall take effect on March 1, 2016 and shall continue in effect for a period of five (5) years expiring on February 28, 2021.
- 3. During the term of this Agreement the City shall not impose any of the taxes authorized by Section 1210 of Tax Law of the State of New York or as specified in Paragraph Four (4) below.
- 4. The County hereby imposes all of the taxes it is authorized and empowered to impose for such purpose pursuant to Section 1210 of New York State Tax Law at the rate of three percent (3%); and such three percent (3%) rate shall be allocated and disbursed as set forth herein and below. Pursuant to Section 1224(o) of New York State Tax Law, the County hereby exercises its sole right to impose an additional one percent (1%) rate of tax which it is authorized to impose pursuant to Section 1210(i)(7) of New York State Tax Law; and such additional one percent (1%) tax imposed by the County shall be allocated and disbursed as set forth herein and below.

#### 5. Accordingly:

- A. For the sales tax period March 1, 2016 through February 28, 2017, the City shall receive eleven and one-half percent (11.5%) of the total net collections and the Towns shall receive three percent (3%) of the total net collections. Of these total net collections, forty percent (40%) of the total net collections will be allocated and disbursed to the City and the Towns from the additional one percent (1%) of the total net collections and the remaining sixty percent (60%) shall be allocated from the three percent (3%) total net collections with the County retaining the balance for County purposes.
- B. For the sales tax period March 1, 2017 through February 28, 2018, the City shall receive eleven and one-half percent (11.5%) of the total net collections and the Towns shall receive three percent (3%) of the total net collections. Of these total net collections, forty percent (40%) of the total net collections will be allocated and disbursed to the City and the Towns from the additional one percent (1%) of the total net collections and the remaining sixty percent (60%) shall be allocated from the three percent (3%) total net collections with the County retaining the balance for County purposes.
- C. For the sales tax period March 1, 2018 through February 28, 2019, the City shall receive eleven and one-half percent (11.5%) of the total net collections collected by the County during this tax period or eleven and one-half percent (11.5%) of the total net collections collected in the previous sales tax period,

whichever is less. In the event the total net collections in the sales tax period for March 1, 2018 through February 28, 2019 shall increase by greater than one and one-half percent (1.5%) over the total net collections received for the immediately preceding sales tax period, the City shall also receive an additional amount equal to eleven and one half percent (11.5%) of the amount of such year to year increase in total net collections in excess of one and one-half percent (1.5%) of the amount of such year to year increase. The Towns shall receive three percent (3%) of the total net collections for this sales tax period. Of these total net collections, forty percent (40%) of the total net collections will be allocated and disbursed to the City and the Towns from the additional one percent (1%) of the total net collections and the remaining sixty percent (60%) shall be allocated to the City and the Towns from the three percent (3%) total net collections with the County retaining the balance for County purposes.

- D. For the sales tax period March 1, 2019 through February 29, 2020, the City shall receive 11.5% of the total net collections collected by the County during this tax period or the total net collections distributed to the City for the tax period March 1, 2018 through February 28, 2019, whichever is less. The Towns shall receive three percent (3%) of the total net collections for this sales tax period. Of these total net collections, forty percent (40%) of the total net collections will be allocated and disbursed to the City and the Towns from the additional one percent (1%) of the total net collections and the remaining sixty percent (60%) shall be allocated to the City and the Towns from the three percent (3%) total net collections with the County retaining the balance for County purposes.
- E. For the sales tax period March 1, 2020 through February 28, 2021, the City shall receive eleven and one-half percent (11.5%) of the total net collections collected by the County during this tax period or eleven and one-half percent (11.5%) of the total net collections collected in the previous sales tax period, whichever is less. In the event the total net collections in the sales tax period March 1, 2020 through February 28, 2021 shall increase by greater than one and one-half percent (1.5%) over the total net collections received for the immediately preceding sales tax period, the City shall also receive an additional amount equal to eleven and one half percent (11.5%) of the amount of such year to year increase in total net collections in excess of one and one-half percent (1.5%) of the amount of such year to year increase. The Towns shall receive three percent (3%) of the total net collections for this sales tax period. Of these total net collections, forty percent (40%) of the total net

collections will be allocated and disbursed to the City and the Towns from the additional one percent (1%) of the total net collections and the remaining sixty percent (60%) shall be allocated to the City and the Towns from the three percent (3%) total net collections with the County retaining the balance for County purposes.

- 6. Each Town shall receive a proportionate share of the total net collections set forth herein based upon its full valuation of taxable real property as adopted annually by the County for tax apportionment purposes.
- 7. The County agrees that during the term of this Agreement it shall enact the appropriate legislation to request authorization for the additional sales tax of one per cent (1%) as is referenced herein, whether such legislation be a memorializing resolution or a home rule resolution, as required by the State. During the term of this Agreement, should the State of New York fail to enact the additional one percent (1%) sales tax extensions, and the total net collections to the County is reduced, then the City and the Towns shall receive sixty percent (60%) of the total net collections that they would have received as set forth in the formulas in Paragraph Five (5) herein had the rate remained at four percent (4%) for a period commencing on the date as of which the County ceases imposing the additional one percent (1%) sales tax and ending on the date as of which the County resumes imposing such an additional one percent (1%) sales tax or the date on which this Agreement expires, whichever comes first.
- 8. In the event that the additional one percent (1%) sales tax extensions are eliminated on a state wide basis for all municipalities during the term of this Agreement, then sales tax shall be allocated and disbursed to the City and the Towns fully from the three percent (3%) total net collections pursuant to the distribution formulas set forth in Paragraph Five (5) herein, specifically: of the total net collections, eleven and one half percent (11.5%) of the total net collections will be allocated and disbursed to the City, three percent (3%) of the total net collections will be allocated and disbursed to the Towns, with the County retaining the balance for County purposes.

# 9. A. Intermunicipal Cooperation

The County and the City acknowledge that intergovernmental cooperation and reform are essential for leaner, more efficient government and accordingly the County and City having embarked upon intermunicipal cooperative agreements in the past, including an agreement for the sharing of tourism services. Thus, the parties agree that without reaching this sales tax agreement, it would be impossible to implement and continue

other progressive cost saving measures that would benefit the County and the City and its respective residents and taxpayers.

#### B. Single Bus Transit System

Further, the County and the City, in principle and in the spirit of cooperation fostered by this Agreement, agree that they shall seek, within the next twenty-four months, to facilitate a single bus transit system within the County, and operated by the County, so long as such system does not result in any additional cost to the County and so long as such single bus transit system is in compliance with all federal and state grants that the County and City have received or expect to receive for bus transit services.

#### C. Linear Park Rail Trail

The County and City agree that the City shall remain permanently responsible for the maintenance of the Linear Park Rail Trail to be established within the City of Kingston, beginning at Washington Avenue and running eastward up to and including the area of the City where it shall end. Maintenance shall include mowing, plowing and keeping the Linear Park Rail Trail free of garbage, trash and debris. Maintenance shall not include capital improvements which shall be the responsibility of the County. This paragraph shall survive this Agreement.

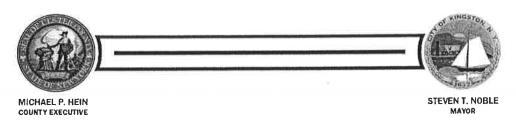
#### D. Vehicle and Equipment Impound Lot

The County and City agree that in the spirit of cooperation fostered by this Agreement, that they will enter into an agreement that will permit the County of Ulster to re-locate it's Vehicle and Equipment Impound Lot, currently situated at premises owned by the County on or near 61 Golden Hill Drive, Kingston, New York (formerly known as the Ulster County Jail) upon real property owned by the City of Kingston, at or near its transfer station and adjacent to real property currently owned by the County at 380 Boulevard, Kingston, New York (known as the Ulster County Law Enforcement Center). There shall be no consideration, rent or cost to the County.

10. This Agreement, except for Paragraph Nine (9) which is entitled "Intermunicipal Cooperation", is subject to the approval of the State Comptroller of the State of New York.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers and their corporate seals affixed the date and year first above written.

	COUNTY OF ULSTER
	By: KENNETH J. RONK, JR., Chairman Ulster County Legislature
	CITY OF KINGSTON
	By: STEVEN NOBLE, Mayor City of Kingston
STATE OF NEW YORK ) ) So	S.:
appeared <b>Kenneth J. Ronk, Jr.</b> , to me or proved to me on the ba subscribed to the within instrum	2016, before me, the undersigned, personally Chairman of the Ulster County Legislature, personally known asis of satisfactory evidence to be the individual whose name is ent and acknowledged to me that he executed the same in his e on the instrument, the individual, or the person upon behalf of the instrument.
	Notary Public
STATE OF NEW YORK ) ) SS COUNTY OF ULSTER )	S.:
appeared <b>Steven Noble</b> , Mayor of on the basis of satisfactory evidentinstrument and acknowledged to	2016, before me, the undersigned, personally fithe City of Kingston, personally known to me or proved to me nce to be the individual whose name is subscribed to the within me that he executed the same in his capacity, and that by his individual, or the person upon behalf of which the individual
	Notary Public



Contact: exec@co.ulster.ny.us

845.340.3800

Contact: mayor@kingston-ny.gov

845.334.3902

#### FOR IMMEDIATE RELEASE April 26, 2016

# ULSTER COUNTY EXECUTIVE MIKE HEIN AND CITY OF KINGSTON MAYOR STEVE NOBLE ANNOUNCE DETAILS OF REVISED SALES TAX AGREEMENT AND SHARED SERVICES PLAN

KINGSTON, N.Y. – Ulster County Executive Mike Hein and City of Kingston Mayor Steve Noble have reached a comprehensive sales tax agreement that integrates shared service initiatives while ensuring important revenue for the County, City of Kingston and Ulster County's towns. This agreement has passed preliminary review of the New York State Comptroller's Office and subsequent review by the New York State Department of Taxation and Finance. Following 2017, the County will begin receiving sales tax growth from the City of Kingston's portion of sales tax receipts to help offset critical County expenses. This will be accomplished through a City sales tax "growth freeze." The total value for the growth section is estimated at \$750,000 over the term of the agreement. In addition, in the event that the County's authority to levy the existing 1% sales tax extension is not renewed by the State, the City and towns will share that impact with the County in a 40/60 split. This creative agreement provides for the City's sales tax distribution to remain at 11.5% and the towns at 3%.

In addition to the sales tax distribution details, County Executive Hein and Mayor Noble have built a cooperative shared services plan, the magnitude of which will help transform the way the City and County do business and ensure enhanced and more efficient services for all of the City's and County's residents. The five year agreement includes key new shared service provisions that move our community toward a single full service bus system, City maintenance of the County's upcoming linear park, and the transition of the County's impound lot from the former jail site to a City-owned property adjoining the current Ulster County Law Enforcement Center.

The additional terms of the proposed shared services outlined in the agreement include:

- A single, unified county-wide bus system within the next twenty-four months that will expand user friendly technology upgrades and provide for more environmentally conscious buses and a more coordinated system. This will result in enhanced public transportation for all residents inside and outside of the City of Kingston. This service coordination will be accomplished at no additional cost to county taxpayers while providing for long term cost containment to City of Kingston taxpayers.
- After the County has completed construction on the highly anticipated linear park in the heart of mid-town Kingston, the City will assume basic maintenance responsibilities including snow removal, mowing and trash pick-up in perpetuity for the trail that will stretch from Cornell Street to Washington Avenue.
- The County currently has a vehicle impound lot located on the site of the County's old jail; as the County moves to transition this property back onto the tax rolls, with this agreement the impound

lot will now be relocated to City property adjoining the current Ulster County Law Enforcement Center.

#### Ulster County Executive Mike Hein

"After working together with Mayor Noble, I am pleased to announce an agreement that, first and foremost, benefits all of our citizens," said Ulster County Executive Mike Hein. "My administration, and that of Mayor Noble's, have worked together diligently and professionally throughout this process and we both firmly believe that status quo government is simply uns'ustainable. The Mayor and I also agree that as a result, meaningful change is needed, and this agreement takes valuable steps that will lead to cost savings for taxpayers, and improved services for our mutual constituents as well as all Ulster County residents. I want to thank Mayor Noble for his commitment and for partnering on these substantive changes. I also want to thank Chairman Ken Ronk, Ways and Means Chairman Richard Gerentine, as well as Majority Leader Maio and Minority Leader Rodriguez for their steadfast commitment to altering the status quo and advocating for improved and more cost effective government, increased fairness, and most of all, greater services for all our citizens."

#### City of Kingston Mayor Steve Noble

"This agreement provides the stability we need to maintain our essential services and the partnerships we need to do even more," said City of Kingston Mayor Steve Noble. "What we are agreeing to do is to work together to avoid duplications of service and to build a significantly more sustainable City and County, for the benefit of all of our citizens. I want to thank my staff, as well as County Executive Hein and his staff, for working through this incredibly productive process. I also want to thank our partners in the City of Kingston Common Council and the Ulster County Association of Town Supervisors and Mayors for joining us to ensure a fair and mutually beneficial agreement was moved forward. These joint efforts have laid the foundation for the long term success of the City, County and towns."

The release of the sales tax agreement details was delayed to allow the New York State Comptroller's Office and that of the New York State Department of Taxation and Finance to preliminarily review the agreement. The agreement is subject to final approval by the New York State Comptroller, the Ulster County Legislature and the City of Kingston Common Council.

###

Attachment: Agreement

142 Resolution 143 of 2016

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, ALLOWING REPRESENTATION BY THE COMMON COUNCIL OF THE CITY OF KINGSTON ON THE ULSTER COALITION AGAINST NARCOTICS (UCAN)

Sponsored By: Public Safety/General Government Committee: Aldermen: Schabot, Eckert, Dawson, Davis, Brown

**WHEREAS**, the Ulster County Coalition Against Narcotics (UCAN) was formed by the Ulster County Legislature in 2014 to research and make recommendations on ways to address the growing issue of heroin and opioid use, abuse and overdose in our communities; and

WHEREAS, participation in said mission is welcome by representatives of the community.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

**SECTION 1.** That the proposal to allow representatives from the Common Council of the City of Kingston to participate in the Ulster Coalition Against Narcotics (UCAN) is approved.

**SECTION 2.** This resolution shall take effect immediately.

Submitted to the Mayor this day of		Approved by the Mayor this day of		
, 2016		, 2016		
<u></u>				
Carly Winnie, City Clerk		Steven T. Noble, Mayor		
Adopted by Council on	_, 2016			

Res 143 2016 UCAN approval

# THE CITY OF KINGSTON COMMON COUNCIL



# PUBLIC SAFETY/GENERAL GOVERNMENT COMMITTEE REPORT

DEPARTMENT	DATE 5/25/16	
Description	0.4	-
Froposal to allow	City of Kyster Common	
- Council vegvesentation	on the Ultra Coalities	
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(As appropriate, always give cross streets: North, South, East, Wi	est directions; and Vehicle & Traffic Section from City of Kingston Co	de E
Signature		
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otion by DB		
conded byND	Committee Vote YES/	NC
conded by	- A CO \	
	Starte V	-
tion Required:	Steve Schabot, Chairman	
	Char a Gellen X	
	Lynn Eckert, Ward 1	
QRA Decision:	Lynn Bekert, Ward 1	
e I Action		
e II Action isted Action	Muhalausn	
	Nina Dawson, Ward 4	
gative Declaration of Environmental Significance:	Nina Dawson, Ward 4	
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ative Declaration of Environmental Significance:  ditioned Negative Declaration:	Nina Dawson, Ward 4	
	Anthony Davis, Ward 6	
ditioned Negative Declaration:  Lead Agency Status:	Anthony Davis, Ward 6	H4
ative Declaration of Environmental Significance:  ditioned Negative Declaration:	Anthony Davis, Ward 6	



From:

Jnoble < jnoble39@aol.com>

Sent:

Wednesday, April 27, 2016 8:27 PM

To:

Winnie, Carly

Subject:

Fwd: Ulster Coalition Against Narcotics (UCAN)

Carly Please add to the P S Committee . Thank you . Jim

Sent from my iPhone

Begin forwarded message:

From: Mair <mmills1299@aol.com>
Date: April 27, 2016 at 4:33:44 PM EDT

To: James Noble <<u>INOBLE39@aol.com</u>>, James Noble <<u>jnoble@kingston-ny.gov</u>> Cc: Carly Winnie <<u>cwinnie@kingston-ny.gov</u>>, Dee Sills <<u>dsills@kingston-ny.gov</u>>

Subject: Ulster Coalition Against Narcotics (UCAN)

Jim

Recently the council received a letter from Louis Klein, Chairman of UCAN.

I ask that you refer this to the appropriate committee as the City of Kingston needs to establish citywide representation with UCAN and have a voice and take action to combat against Narcotics that is clearly present in our community.

We as elected officials along with the residents of our city need to be involve in the plight to take back our community. The county and other communities have created groups and made a commitment to participate.

The city cannot overlook the opportunity to aid in this crisis.

I have been in contact with Lou and have information to share.

Thank you Maryann Mills Alderman Ward 7

# ULSTER COUNTY LEGISLATURE ULSTER COALITION AGAINST NARCOTICS (UCAN)



P.O. Box 1800 KINGSTON, NEW YORK 12402 Telephone: 845 340-3900 FAX: 845 340-3651

March 22, 2016

To: All Town and Village Clerks and Town and Village Boards

#### Dear Ladies and Gentlemen:

As you may know, the Ulster County Coalition Against Narcotics (UCAN) was formed by the Ulster County Legislature in 2014 to research and make recommendations on ways to address the growing issue of Heroin and Opioid use, abuse and overdose in our communities. As Chairman of UCAN, I have served with distinguished members of the medical community, educators, members of law enforcement, elected officials, individuals in recovery and grieving mothers.

I am happy to say that since our creation we have been hard at work. We submitted our first report to the County Legislature in September which contained seven policy and five budget recommendations. Additionally, one of our principal purposes is to inform the public throughout the county of the existence of an opioid crisis and to enlist its support in our quest to abate, if not resolve the problem. It is toward that end that I am writing to you today.

We are aware that many of our communities have created groups with similar objectives to UCAN's within their borders. If your community is among them, we would appreciate it if you would inform their representatives about us and that we welcome their participation in our mission and enlist their support of our efforts. As a creation of the Ulster County Legislature, UCAN is the first line of communication to county elected officials. We are most eager to hear what local community groups feel the county should be focusing on to address this issue and urge them to contact us.

Thank you for your anticipated cooperation.

Respectfully yours,

Louis M. Klein, Chairman

**Úlster Coalition Against Narcotics** 

#### Local Law 4 of 2016

LOCAL LAW OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AMENDING THE CODE OF THE CITY OF KINGSTON, CHAPTER 49, ETHICS

Sponsored By: Laws and Rules Committee: Aldermen: Eckert, Scott-Childress, Carey, Mills, Brown

**WHEREAS**, a request has been made to amend the Code of the City of Kingston, Chapter 49, Ethics.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

**SECTION-1.** That the Common Council authorizes the amendment to the Code of the City of Kingston, Chapter 49, Ethics, as follows:

#### Section 49.3. Defintions

Delete Under Domestic Partner – Section (1) (c)

Delete Under Family Member – "household member"

#### Section 49-8. Annual Disclosure

Delete the following titles: Deputy Comptroller, Deputy Fire Chiefs and Deputy Chief of Police

#### Section 49-9. Penalties for Offenses

Delete Section C. Criminal penalties

**SECTION-2.** That the invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

**SECTION-3.** This Local Law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Submitted to the Mayor this day of 2016	Approved by the Mayor this day of day of
Carly Winnie, City Clerk	Steven T. Noble, Mayor
Adopted by Council on,	2016

# THE CITY OF KINGSTON COMMON COUNCIL



# LAWS & RULES COMMITTEE REPORT

DEPARTMENT Law & Rules Description Recommendation to Lucummendation attached.	change the Ethics Que w the
Signature	
Motion by Deb Brown  Seconded by Maryonn M. 1/5  Action Required:	Committee Vote YES NO  Sign L. Ether X
SEQRA Decision:	Brad Will, Chairman Hynn Eckert  And Scall  France Chillette Scott
Type I Action Type II Action Julisted Action	Bill Carey, Ward 5
Negative Declaration of Environmental Significance:	- Maugam Muss X
Conditioned Negative Declaration:	Maryann Mills, Ward 7
eek Lead Agency Status:	- Welnah Brown X
Positive Declaration of Environmental Significance:	Deborah Brown, Ward 9

49-3 Appear and Appear Before

Amend to provide "presenting a formal proposal, filing a formal application or submitting a position regarding a proposal which becomes part of the formal record of the proceeding".

Motion Changes to Thics

Daw in

Le commendation

attached

#### 49-2 Definitions

**Domestic Partner** 

Delete Section 1(c)

Family Member

Delete "household member"

49-4 Standards of Conduct

Delete (I)(2)

Delete (V)

49-8 Annual Disclosure

Delete the following titles

Deputy Comptroller

Deputy Fire Chiefs

Deputy Chief of Police

49-9 Penalties for Offenses

Delete Section C

49-10 Board of Ethics

A (1) Amend to provide "there shall be a Board of Ethics consisting of five members appointed by the Mayor. The Common Council shall review letters of interest for membership on the Board of Ethics and shall make recommendations to the Mayor for three appointments. The Mayor shall accept or reject the recommendations at the Mayor's discretion.

(2)Delete "and at the pleasure of the Mayor" and replace with "and can be removed by a vote of the majority of common council and the approval of the Mayor, or by unanimous vote of the common council.

(9) Delete

B. Qualifications

(1) Delete "be over 25 years of age, and be a registered voter for at least five years prior to appointment".

#### Local Lw 5 of 2016

Local Law 5 2016 Shooting Range positive vote

LOCAL LAW OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, ADOPTING THE RULES AND REGULATIONS REGARDING SHOOTING RANGES ESTABLISHED BY THE CITY OF ROCHESTER IN 2011 IN ITS ENTIRETY WITH THE REQUISITE CHANGES TO ADAPT TO KINGSTON'S CIRCUMSTANCES

Sponsored By: Laws & Rules Committee: Aldermen: Eckert, Scott-Childress, Mills, Brown, Carey

WHEREAS, a request has been made to adopt the rules and regulations regarding shooting ranges established by the City of Rochester in 2011 in its entirety with the requisite changes to adapt to Kingston's circumstances.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

- **SECTION 1.** That the Common Council of the City of Kingston hereby supports the annexed revisions of the City of Kingston regarding shooting ranges.
- **SECTION 2.** That the invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.
- **SECTION 3.** This Local Law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Submitted to the Mayor this day of	Approved by the Mayor this day of
, 2016	, 2016
Carly Winnie, City Clerk	Steven T. Noble, Mayor
Adopted by Council on, 20	16

# THE CITY OF KINGSTON COMMON COUNCIL



# LAWST RULES FINANCE AND AUDIT COMMITTEE REPORT

AUTHORIZATION	REQUEST DESCRIE CONTINGENCY TRANS BUDGET MODIFICATIO ZONING	FER TRANSF DN BONDIN	ER G REQUES	т
DEPARTMENT Public Lands & Description	Rules		E <u>5/17/</u>	16
			1	
×				
Estimated Financial Impact	(10) - 14-14-1 (0-11) - 1 (1-11)			
Motion by Deb Brown				
Seconded by Bill Carrey Action Required:	á	Committee Vote	YES	NO X
		Chairman Chairman		X
EQRA Decision: ype I Action ype II Action	771	The will Ward 3 klees	X	
nlisted Action  egative Declaration of Environmental Signification	MA	EVANN MILLS Ward		
onditioned Negative Declaration:	St	even Schabot, Ward 8		
eek Lead Agency Status:	1	Jelouh Breu	X	
ositive Declaration of Environmental Significar	De   De	eborah Brown, Ward 9		
		ward 5	1	

#### Chapter 223. Firearms

#### Section 223-1. Statement of Policy

The Common Council declares that it is the public policy of the City of Kingston and the purpose of this chapter to promote the public health and safety and to protect the public by assuring at all times that firearms shall not be discharged within the city limits of said city.

#### Section 223-2. Definitions

As used in this chapter, the following terms shall have the meanings indicated:

#### **City Limits**

The geographic boundary lines of the City of Kingston, New York

#### Firearm

Any rifle, shotgun or other weapon as defined in Section 265.00 of the Penal Law of the State of New York

#### Section 223-3. Discharge Restricted

No person, other than in self-defense or in the discharge of official duties, shall willfully discharge any species of firearm within the city limits of the City of Kingston, New York.

#### Section 223-4. Exceptions

- a. In an indoor facility designed and constructed as a shooting range, pursuant to a site plan approved by the City of Kingston Planning Board and operated in compliance with the laws and regulations of the New York State Department of Environmental Conservation and the Division of Safety and Health of the New York Department of Labor.
- b. Any firearm or non-firearm (i.e. rifle or long gun), using blanks, discharged in any ceremonial function authorized or approved by the City of Kingston

#### Section 223-5. Penalties for Offenses

Violation of this chapter shall be punishable as follows: a fine of not less than \$100.

#### Local Law 6 of 2016

LOCAL LAW OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, ADOPTING THE RULES AND REGULATIONS REGARDING SHOOTING RANGES ESTABLISHED BY THE CITY OF ROCHESTER IN 2011 IN ITS ENTIRETY WITH THE REQUISITE CHANGES TO ADAPT TO KINGSTON'S CIRCUMSTANCES

Sponsored By: Laws & Rules Committee: Aldermen: Eckert, Scott-Childress, Mills, Brown, Carey

WHEREAS, a request has been made to adopt the rules and regulations regarding shooting ranges established by the City of Rochester in 2011 in its entirety with the requisite changes to adapt to Kingston's circumstances.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

**SECTION 1.** That the Common Council of the City of Kingston hereby supports the annexed revisions of the City of Kingston regarding shooting ranges.

**SECTION 2.** That the invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

**SECTION 3.** This Local Law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Submitted to the Mayor this day of	Approved by the Mayor this day of
, 2016	, 2016
Carly Winnie, City Clerk	Steven T. Noble, Mayor
Adopted by Council on, 20	16
LL 6 2016 Shooting Range negative vote	



# THE CITY OF KINGSTON COMMON COUNCIL LAWS LAWS S FINANCE AND AUDIT COMMITTEE REPORT

	REQUEST DESCRIPTION	
AUTHORIZATION BU	ONTINGENCY TRANSFER UDGET MODIFICATION ONING	TRANSFERBONDING REQUEST OTHER
DEPARTMENT Public laws & Description Another Move to regarding involves Shear of Robbinges to allapt to	ting ranges establis	DATE 5/17/16  and Regulations shed by the City with The regulation
Motion by Lynn Eckert  Seconded by Lynn Eckert  Action Required:  SEQRA Decision: Type I Action Type II Action Inlisted Action  Megative Declaration of Environmental Significance	Douglas Koop Chi Douglas Koop Chi Pull La Brad Will War Reignas Coop Mayana M Anthony Davis MARVANO WILL	distante of the standard of th
Conditioned Negative Declaration:  Seek Lead Agency Status:  Positive Declaration of Environmental Significance	Stèven Schabot, W Deborah Brown, W WWA S	Source X

# **Shooting Ranges**

#### § 99-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

#### **FIREARM**

A handgun, rifle, shotgun or air gun, with the latter three as they are defined in § 265.00 of the New York State Penal Code.

#### **HANDGUN**

Any commercially made pistol or revolver.

# MACHINE GUN, SUBMACHINE GUN or FULLY AUTOMATIC WEAPON

Unless a context otherwise requires, the terms mean a firearm, mechanism or instrument not requiring that the trigger be pressed for each shot and having a reservoir, belt or other means of storing and carrying ammunition which can be loaded into the firearm, mechanism or instrument and fired therefrom at a rate of five or more shots to the second.

#### NEGLIGENT DISCHARGE

The unintentional, abrupt discharge of a firearm by the person holding the gun when the sights are not imposed on the desired point of impact of the target.

#### SHOOTING RANGE

Any indoor place or range for shooting and discharging firearms at a target. Outdoor shooting ranges are prohibited in the City.

## § 99-2. License required.

No person or persons, firm or corporation shall maintain, operate or cause to be maintained or operated any shooting range, shooting gallery or target range as herein defined, unless such person, persons, firm or corporation shall first obtain a license to do so from the Chief of Police.

#### § 99-3. Exempt ranges.

The provisions of this chapter shall not apply to shooting ranges not open to the public which are utilized solely for law enforcement and/or governmental purposes.

## § 99-4. Application.

An application for a shooting range license shall be made by the owner and operator, if other than owner, on forms provided by the Chief of Police and filed with the City Clerk. The application shall be signed and sworn to before a notary public or other official authorized to administer oaths in the City. It shall also require the following Information:

(1)
The name, address and date of birth of the applicant and manager, if any; the names and addresses of all persons constituting a firm or partnership; and, if a corporation, its principal place of business,

the full name of such corporation, whether it is domestic or foreign, and the full name and address of all officers and directors thereof. Where the owner is not directly involved with the day-to-day operation of said business, the operator must also be included on the application. If a partnership, corporation or other business entity is involved, the application must designate an operator who is involved in the day-to-day operation of the business. All addresses of persons involved shall be home addresses, listing street and number.

- (2) The address of the premises for which a license is sought.
- The type and caliber of arms proposed to be used, along with certified, stamped drawings by a licensed design professional providing a description of the manner and plan for stopping and controlling bullets or other ammunition proposed to be used and ensuring that they be contained. This includes, but is not limited to, the backstop which should include the full width of the room, the sides of the room, ceiling and shooters' booths so as to prevent any interference between or among the persons shooting at different targets. Upon renewal of a shooting range license, the licensee shall submit an inspection report from a licensed design professional certifying that the bullet containment system has been properly maintained, is operating as designed, and is in compliance with the applicable federal, state and local standards.
- (4) Submission of a certified report from a licensed design professional demonstrating that a positive flow ventilation system shall be installed prior to use and that such a system shall be adequate to remove contaminants in the air so as not to endanger the health of users, coaches, spectators or employees. This report shall include, but not be limited to, low-airflow sensors and that the supply and exhaust fans are synchronized. Upon renewal of a shooting range license, the licensee shall submit an inspection report from a licensed design professional certifying that the ventilation system has been properly maintained, is operating as designed, and is in compliance with the applicable federal, state, and local standards.
- Submission of a certified report from a licensed sound engineer that demonstrates that adequate noise baffling or buffering shall be installed to prevent injury to the hearing of unprotected persons outside of the area where firearms are actually being discharged and to prevent disturbance to the neighborhood surrounding the shooting range. Sound readings after the installation of the noise baffling or buffering shall be required as prescribed by the Chief of Police or his or her designee.
- (6) Whether the applicant has ever been convicted of any felony involving violence or intimidation, or the use of firearms or any offense related to the use, control, possession or sale of firearms within 10 years of the date of application.
- (7) Whether the applicant is a person prohibited from possessing firearms as provided by Article 265 of the New York State Penal Law.
- Whether any ammunition or firearms will be sold or leased from the premises and, if so, a copy of any and all permits issued from the Federal Bureau of Alcohol, Tobacco and Firearms.
- Whether the applicant or any officer, manager or employee has previously been involved in the purchase or sale of a shooting range or gallery, including outdoors ranges and galleries, and, if so, the name of the business, its location and the dates of involvement.

(10)

The name, address and date of birth of any and all range masters, firearm instructors and/or range safety officers.

(11)

Provide the hours of operation.

(12)

Submit a proposed, signed safety plan which includes, but is not limited to, sections that contain the operations checklist, identify and demonstrate compliance with all applicable federal, state and local firearms laws, and contain the general, gun-handling and safety rules for the range.

(13)

Applications shall only be accepted where all information requested has been supplied and verified for accuracy. Anyone currently serving a period of suspension or revocation, or who has had an application for a shooting range license denied, is ineligible to apply for a shooting range license during a period of suspension or for a period of one year from the date of revocation or denial. The applicant(s) must also demonstrate to the Chief of Police that he or she has procured all necessary licenses and permits for the business.

(14)

Upon receipt of an application for a shooting range license, and after approval for Zoning Code compliance by the Zoning Enforcement Officer, the Chief of Police shall cause an inspection to be made of the applicant's business premises to determine whether public safety problems exist, and the Chief of Police shall cause an investigation to be made of the background of the owner and operator of the business. Before the issuance of a license, the Chief of Police, and his or her representatives, shall have the right to enter upon such premises during normal business hours for the purpose of making inspections. After a license has been issued, further inspections of the premises, to ensure compliance with the laws, ordinances and rules and regulations relating to shooting range businesses, may be made in areas open to the public or other areas with consent, and the Chief of Police shall have the authority to seek warrants where the same are constitutionally required.

(15)

The Chief of Police shall cause an application to be administratively canceled if an application is not complete, if the applicant fails with respect to the business or business premises, upon receipt of written notice and time to cure, to abate code violations or to pay any outstanding judgments rendered by the Building Safety Division of the Kingston Fire Department or to complete a building permit or zoning application.

(16)

Any changes in any facts or information required on said application occurring after filing thereof shall be reported by the licensee in writing to the Chief of Police within five days of the change.

(17)

The applicant shall place his or her fingerprints on file with the Chief of Police.

<u>(18)</u>

Such applications shall further contain such additional information as the Chief of Police, in his or her discretion, shall deem necessary.

§ 99-5. Additional inspections.

The Fire Chief may cause an inspection of the premises to be made to determine whether the applicant is in compliance with the laws and ordinances which the Kingston Fire Department is

charged with enforcing. The Fire Chief, and members of his or her staff, shall have the right to enter upon any premises for which a shooting range license is sought when the business is open for the purpose of making such an inspection of areas open to the public, or other areas with consent, and shall also have the authority to seek warrants where the same are constitutionally required.

#### § 99-6. Bonds or insurance.

- A. Each application for a shooting range shall be accompanied by a certificate of liability insurance policy issued by an insurance company authorized to do business in New York State and shall be in full force and effect in the amount of \$500,000 for bodily injury to any one person; in the amount of \$500,000 for bodily injury to more than one person which were sustained in the same accident; and in the amount of \$500,000 for property damage resulting from one accident.
- B. Each liability insurance policy shall contain a clause obligating the insurer to give the City Clerk, by certified mail, at least 10 days' written notification before the cancellation or termination of such insurance by other than the expiration of the original term of the policy. Upon termination of any such policy of insurance or expiration of such policy without renewing it, however caused, the license of the shooting range in connection with which it was furnished shall immediately be suspended, and such suspension shall continue until the required insurance policy has been restored.

#### § 99-7. Issuance of shooting range license.

- All new applications for a shooting range license, as of the effective date of this chapter, shall be issued or denied within 30 days after a fully completed application has been accepted and an inspection has found the premises to be code compliant.
- B. The owner, operator and employees of any shooting range business shall be of good moral character and shall maintain good order on the business premises at all times.
- C. Except as provided in New York Correction Law, Article 23-A, the Chief of Police reserves the right to deny a shooting range license to any person who has pled guilty to or has been convicted of any crime which is related to the operation of the business.
- D. No shooting range license shall be issued unless the applicant and business have fully complied with the provisions of this chapter and have obtained all necessary licenses and permits for the operation. No shooting range license shall be issued to a premises while charges are pending pursuant to the Code of the City of Kingston against the premises or owner or operator.
- E. No shooting range license shall be issued unless the business premises is in compliance with the Code of the City of Kingston.
- F. No shooting range license shall be issued to any business or applicant against whom judgment has been rendered by the Municipal Code Violations Bureau relating to the business or business premises, which judgment has not been satisfied.

No shooting range license shall be issued for a period of one year after the applicant has been found guilty of operating a business without a shooting range license.

 $\frac{H.}{No}$  shooting range license shall be issued unless the applicant can demonstrate compliance with § 40 of the New York State Civil Rights Law.

I. It shall be the duty of all holders of a shooting range license to notify the Chief of Police of any changes in information supplied on their license applications within 20 days of such changes.

#### § 99-8. Fee.

The annual fee for a license to conduct or operate a shooting range shall be \$350 Payment of the fee shall be due upon application for the license. There shall be a fee of \$40 for replacement of a lost license. \$ 50

500

#### § 99-9. Expiration of license.

All licenses issued under this chapter for a period exceeding 30 days shall expire December 31 after issuance.

#### § 99-10. Proper supervision.

- A.

  There shall be a certified range master, a firearms instructor or a range safety officer on site and actively in control of the shooting range whenever open to the public or the range is in use.
- <u>B.</u>
  Range masters, firearm instructors or range safety officers shall have been trained by and have a valid current certification from one of the following organizations:
- Firearms instructors: National Rifle Association (NRA), New York State-Division of Criminal Justice Services (NYS-DCJS), International Association of Law Enforcement Firearms Instructors (IALEFI), Smith & Wesson Academy, SIG Arms Academy, any U.S. federal law enforcement agency (FBI, FLETC, ICE, USSS, ATF, USBP), any U.S. military agency (Army, Navy, Marines, Air Force, Coast Guard, National Guard).
- (2)
  Range safety officers: National Rifle Association (NRA), International Defensive Pistol Association (IDPA), International Practical Shooting Association (IPSC), United States Practical Shooting Association (USPSA).
- (3)
  Range master: SIG Arms Academy, Smith & Wesson Academy, Action Target Academy, any U.S. military agency and any federal law enforcement agency.
- C. Range masters, firearm instructors or range safety officers shall also: (1)

Be a person of good moral character and be at least 21 years of age.

 $(2)_{-}$ 

Not have ever been convicted of any felony involving violence or intimidation, or the use of firearms or any offense related to the use, control, possession or sale of firearms within 10 years of the date of application.

Not be a person prohibited from possessing firearms as provided by Article 265 of the New York State Penal Law.

There shall be at least one range master, firearms instructor or range safety officer for every five shooters.

Duties of a range master, firearms instructor or range safety officer who is in charge of the range should include, but shall not be limited to, the following:

Has responsibility for the coordination, organization, direction and supervision of range activities and personnel:

Conducts firearms training activities;

Ensures the overall safety and efficient operation of the ranges;

Coordinates range schedules;

Enforces range safety rules and regulations;

Interacts with local, state and federal authorities as needed;

Assists in the sighting of firearms and the maintaining of proper firing positions;

Administers written and shooting proficiency tests;

Maintains complete records on individual shooters for safety and proficiency;

Inspects, maintains and repairs firearms as needed;

Maintains inventory of weapons and ammunition;

Safely stores and issues firearms and ammunition as needed.

§ 99-11. Operation of shooting ranges.

<u>A.</u>

There shall be furnished a railing not less than 2 1/2 feet from the face of the shooting counter and to extend the full width of the shooting unit and so constructed with gate that no one is admitted to the shooting counter but the shooter and attendant, the gate to swing away from the shooter.

- B. No minors under the age of 16 years shall be permitted to handle or discharge any firearms upon the premises unless they qualify for one of the exemptions set forth in § 265.20 of the New York State Penal Law. Persons under the age of 18 years utilizing the shooting range shall be accompanied and supervised by a parent or legal guardian.
- C. The use of handguns shall not be permitted unless the shooter has a valid New York State pistol permit or falls under one of the exemptions set forth in § 265.20 of the New York State Penal Law.
- D.

  All doors, gates and entrances leading into that part of the premises between the firing point and the backstop shall be securely locked and alarmed, and no person shall be permitted therein at any time persons are engaged in shooting or have access to the firearms used. Attendants and employees may, however, enter said part of the premises between the firing point and the backstop while shooting is not in progress.
- E. No new shooting range shall be located nearer than 1,000 feet from any entrance to any school, church or hospital or in any location which, in the opinion of the Chief of Police, will result in the annoyance of any nearby resident.
- $\frac{\mathsf{F.}}{\mathsf{All}}$  rented firearms shall be maintained in a safe, operational condition per initial manufacturer's specifications.
- G. A semimonthly test must be made of all firearms rented and a certificate obtained from a New York State licensed gunsmith as to accuracy and operational safety of the guns. Certificates shall be maintained for three years and available for inspection by any member of the Kingston Police Department.
- H. The ammunition used shall be smokeless. No black powder firearms shall be permitted.
- I. Such shooting range, as is licensed under this chapter, shall be open only between the hours of 9:00 a.m. and 11:00 p.m.
- $\underline{\mathsf{J}.}$  The shooting range shall be properly and adequately ventilated at all times.
- $\kappa$ . Attendants shall wear a uniform brassard or other distinguishing mark to identify them as employees of the licensee.
- L. Before being employed, the fingerprints of all range employees shall be placed on file with the Chief of Police.

<u>M.</u>

No gambling, betting or wagering shall be permitted upon the premises, nor shall any licensee violate any law of the State of New York or ordinance of the City of Kingston in the maintenance and operation of the licensed premises.

- N. In the event that any person presents a handgun without a New York State pistol permit, a handgun that is not listed on the individual's New York State pistol permit, or an unlawful weapon as defined in Article 265 of the New York State Penal Law, at any shooting range, it shall be the duty of the licensee, or his or her employee, agent or servant, to immediately report the incident by calling 911.
- O. Premises used for a shooting range or gallery shall be kept in a clean and sanitary condition.
- P. No smoking shall be allowed within the shooting range or gallery.
- No alcoholic beverages shall be possessed or consumed on the premises, and no person under the influence of alcohol, mind-altering drugs, or controlled substances as defined by Article 220 of the New York State Penal Law shall be allowed on the premises.
- R. No licensee, his or her manager, employees, and/or agents shall permit use of a weapon or ammunition whose penetration capabilities exceed the capabilities of the backstop to contain the bullets or particles of bullets as prescribed by the certified design professional in the report submitted in support of the license application.

#### § 99-12. Ballistic security.

A professionally designed and commercially fabricated bullet trap and/or backstop shall be installed in all shooting areas which is constructed in a manner approved by the Chief of Police. It shall be constructed of forged steel or other material capable of stopping the flight of any bullet and preventing penetration. Provisions shall be made to stop glancing or stray bullets or particles of bullets at the sides of the target area.

### § 99-13. Presence of bystanders.

Persons not shooting or coaching shooters shall not be permitted within the immediate area of the shooting range or gallery unless a secure and separate viewing area is constructed pursuant to a building permit using plans certified by a licensed design professional.

# § 99-14. Storage and transportation of firearms.

All firearms shall be stored and/or transported in an unloaded condition and in a secured case, holster, cabinet or vault and in compliance with state and local laws.

# § 99-15. Access under continuous control.

Access for entrance to the shooting range shall be under continuous control, monitoring and supervision by the licensee, agents and/or employees. No person shall be allowed to enter the shooting range without authorization and permission of the licensee, authorized agent or employee.

# § 99-16. Premises security.

The parking lot of a shooting range shall be well lit and monitored by a New York State licensed security guard at all times that the range is open.

# § 99-17. Ammunition and weapons prohibited.

- A. No person shall use or permit to be used any armor piercing or other ammunition designed for penetrating metal, or tracers, incendiary, gas or explosive ammunition within any shooting range governed hereunder.
- <u>B.</u>
  No person shall use or permit to be used any fully automatic weapons within any shooting range governed hereunder.
- C. Pursuant to Article 265 of the New York State Penal Law, only New York State pistol permit holders are permitted to shoot handguns at the shooting range unless the shooter falls under one of the exemptions set forth in § 265.20 of the New York State Penal Law.

## § 99-18. Reporting requirements.

All negligent discharges that cause damage to any article of the range or any injury caused by the discharge of a firearm to any person will be reported immediately to the Kingston Police Department by calling 911.

# § 99-19. Recordkeeping responsibilities.

Every shooting range licensee shall keep a substantially bound book, not less than six inches in either length or width, in which shall be legibly written in ink and in English at the time any individual requests to shoot at the range and shall document the date and time and describe the name, age, residence, general description and signature of the person requesting to shoot, a description of the weapon, including make and serial number of the weapon to be fired, and shall make a photocopy of the person's identification card along with his or hers New York State firearms permit if firing with a handgun, and also, in the case of a minor shooting under one of the exceptions under § 265.20, a photocopy of the supervising adult's, the accompanying parent's or legal guardian's identification. All such record books shall be open to inspection by any member of the Kingston Police Department during hours of operations stated on the license application. No entry in such book shall be erased, obliterated, altered or defaced, and such book shall be maintained for a period of three years from the date of the entry.

# § 99-20. Shooter to provide true name.

An individual who shoots or is supervising a minor at the range shall give to the range employees his or her true name, age and home address, which shall be verified by a New York State driver's license, New York State non-driver's identification card, police identification card or other means of identification approved by the Chief of Police.

# § 99-21, Proper disposal of waste.

All waste material generated at the range will be managed and timely disposed of in accordance with all federal and state hazardous waste regulations.

# § 99-22. Compliance with applicable laws.

The conduct and operation of any shooting range shall be in compliance with any and all federal, state and/or local laws, rules, codes and/or regulations.

# § 99-23. Promulgation of rules and regulations.

The Chief of Police shall, consistent with the express standards, purposes and intent of this chapter, promulgate, adopt and issue such interpretations, procedural rules, regulations and forms as are in the Chief of Police's opinion necessary to effective administration and enforcement of the provisions of this chapter. These interpretations, rules, regulations and forms shall be available to the public at the City Clerk's Office. Such rules, regulations and forms shall be effective upon filing with the City Clerk as a communication to the City Council.

# § 99-24. Transfer of business permit.

A. Shooting range licenses shall not be transferred. In the event of any change involving the owner or operator of the business, the type of business, the name of the business or the business location, a new shooting range license shall be required. A shooting range license shall not be transferred to any person who holds power of attorney.

B. A shooting range license shall be deemed null and void when the licensee is not found operating the business for a period of one month and fails to respond in person to the Chief of Police, or his or her designee, after having been sent a seven-day notification letter.

# § 99-25. Denial of license.

A.

The Chief of Police may deny a license or deny the renewal of a license to any applicant who does not comply with the provisions of this chapter or any rule or regulation promulgated under this chapter or who makes a material misrepresentation on the license application. The Chief of Police shall give a written notification to an applicant of the reasons for the denial of a license.

B. When the investigation conducted reveals that the applicant has violated either federal, state or local laws or rules and regulations, the Chief of Police may authorize the issuance of a conditional certificate. The conditional certificate shall state the grounds for the conditional certificate, the conditions under which the applicant shall operate his or her business, be signed by the applicant, and contain a provision which provides that any violation of the conditional certificate, as solely determined by the City of Kingston, shall be deemed to be grounds for revoking the conditional certificate.

C. The Chief of Police shall have the power to investigate and inquire into license applicants under this chapter and to require and enforce by subpoena the attendance of witnesses at such investigations.

# § 99-26. Revocation or suspension of license.

The Chief of Police and/or the Chief of the Fire Department shall revoke any license issued hereunder if the licensee has, since the granting of the same:

Ceased to possess the qualifications required for an applicant for a license as set out herein.

- Been convicted of violating any of the provisions of this chapter.
- Conducted the business in violation of health, sanitary or safety regulations or other ordinances of the City.
- <u>(4)</u> The Chief of Police shall revoke, without a hearing, the license of any person found guilty of five or more violations of this chapter during any period of two years. Nothing herein shall prevent the Chief of Police from revoking a license of any person with fewer than five violations, on written charges and an opportunity for a hearing thereon.

# § 99-27, Additional regulations; penalties for offenses.

Violations of this chapter may be referred to the Building Safety Division of the Kingston Fire Department or the Zoning Enforcement Officer, wherein violators shall be subject to the penalties set forth in the City of Kingston Code.

#### § 99-28. Severability.

Should any section, paragraph, sentence, clause or phrase in this chapter be declared unconstitutional or invalid for any reason, the remainder of the chapter shall not be affected thereby and shall remain in full force and effect, and to this end, the provisions of this chapter are declared to be severable.